Transnet Property

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE PROVISION OF PREVENTATIVE, CORRECTIVE AND EMERGENCY PLUS MINOR NEW WORKS FOR ELECTRICAL LIGHTS AND POWER, CIVIL, GENERAL BUILDING, AND PLUMBING SERVICES FOR DURBAN AND SURROUNDING AREAS FOR TRANSNET PROPERTY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 24 MONTHS

RFP NUMBER	: TP/2026/05/0085/5427/RFP
ISSUE DATE	: As per system generated date
COMPULSORY BRIEFING	: As per system generated date
SITE BRIEFING VANUE	: 311 Solomon Mahlangu Drive Rossburgh (Auditorium)
CLOSING DATE	: As per system generated date
CLOSING TIME	**:** 14h00
TENDER VALIDITY PERIOD	**:** 12 weeks from closing date

Contents

The Tender

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

Part T2: Returnable Documents

T2.1 List of Returnable Document

T2.2 Returnable Schedules

The Contract

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data (Parts 1 & 2)

Part C2: Pricing Data

C2.1 Pricing Instructions

C2.2 Price List

Part C3: Scope of Work

C3.1 Service Information

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

Responses to this Tender [hereinafter referred to as a **Tender**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as a Tenderer].

DESCRIPTION	**FOR THE PROVISION OF PREVENTATIVE, CORRECTIVE AND EMERGENCY PLUS MINOR NEW WORKS FOR ELECTRICAL LIGHTS AND POWER, CIVIL, GENERAL BUILDING, AND PLUMBING SERVICES FOR DURBAN AND SURROUNDING AREAS FOR TRANSNET PROPERTY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 24 MONTHS**
TENDER DOWNLOADING	**This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za, CIDB Website and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.**

COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted at 311 Solomon Mhlanga Drive Rossburgh Transnet Engineering Auditorium for a period of ± 1 (two) hour. The Compulsory Tender Clarification Meeting will start punctually as per system generated time, and information will not be repeated for the benefit of Tenderers arriving late. **A Site visit/walk will take place; tenderers are to note**: • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients, and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo Breathalyzer testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant person attending the meeting must ensure that their identity documents, passports, or drivers licenses are on them for inspection at the access control gates.
CLOSING DATE	**14:00 pm on as per system generated date.**

	Tenderers must ensure that tenders are uploaded timeously onto the system. **If a tender is late, it will not be accepted for consideration.**
VALIDITY PERIOD	**12 weeks** Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

2. TENDER SUBMISSION

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

The Transnet Digital Procurement System (TDPS) Supplier Submission Portal can be accessed as follows:

a) Log on to the Transnet eSupplier website/Portal (https://esupplierportal.transnet.net/portal/)

b) Click on "SIGN IN/REGISTER –to register new bidder information and ensure that all (must fill in all mandatory information is completed) OR.
- to sign in if already registered.

c) Click on "ADVERTISED TENDERS" to view advertised tenders.

d) Toggle (click to switch) the "Log an Intent" button in order to be able to activate the submission of a bid.

e) Respondents are to submit bid documents by uploading them onto the system against each tender selected. **A Bidder can upload 30mb per upload and multiple uploads are permitted.**

f) Bidders to note that all pricing must be completed in the e-Supplier portal, electronic pricing. No paper pricing schedule will be accepted.

g) Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.

h) No late submissions will be accepted.

i) Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.

j) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.

k) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.

l) A detailed bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidentiality. In this regard Tenderers are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Works, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

4. DISCLAIMERS

Tenderers are hereby advised that Transnet is not committed to any course of action because of its issuance of this Tender and/or its receipt of a tender offer. Please note that Transnet reserves the right to:

4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.

4.2. Not necessarily accept the lowest priced tender or an alternative Tender.

4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable.

4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract.

4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise.

4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date.

4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;

4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);

4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.

4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.

4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-20], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer*:*

- *unduly high or unduly low tendered rates or amounts in the tender offer.*
- *contract data of contract provided by the tenderer; or*
- *the contents of the tender returnable which are to be included in the contract.*

Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

5. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderer are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. The CSD can be accessed at https://secure.csd.gov.za/. Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number ..... and

Unique registration reference number.....

Transnet urges its clients, suppliers and the general public to report any fraud or corruption to TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet@tip-offs.com

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts. The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice No 9 of 2008 in Government Gazette No 31823 of 30 January 2009, Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010, Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019.

This edition incorporates the amendments made in Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019. (see www.cidb.org.za).

The Standard Conditions of Tender make several references to Tender data for detail that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced in the left-hand column to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause		Data
C.1.1	The *Employer* is	**Transnet SOC Ltd (Reg No. 1990/000900/30)**

C.1.2 The tender documents issued by the *Employer* comprise:

Part T: The Tender

Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender. T1.2 Tender data
Part T2: Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules

Part C: The contract

Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2)
Part C2: Pricing data	C2.1 Pricing instructions C2.2 Price List
Part C3: Scope of work	C3.1 Service Information

C.1.3	The Employer's agent is:	Senior Procurement Officer
	Name:	Oscar Mhlanga
	Address:	202 Anton Lembede Street Durban
	E – mail	Oscar.mhlanga@transnet.net

C.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

1. **Stage One - Eligibility with regard to attendance at the compulsory clarification meeting:**

   An authorised representative of the tendering entity or a representative of a tenderering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7

Any tenderer that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender.

2. **Stage Two - Eligibility in terms of the Construction Industry Development Board:**

a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher

than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **7GB or higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)
Joint ventures are eligible to submit tenders subject to the following:
1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7GB or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. The tenderer shall provide a certified copy of its signed joint venture agreement.

3. Stage three as per CIDB eligibility technical pre-qualification.

- Project manager must have a BSC Engineering in Electrical or Civil or Mechanical
- Trade test certificate for Plumbing Artisan
- Trade test certificate for Electrician Artisan
- Trade test Refrigeration or Airconditioning Artisan certificate
- Submit proof of valid registration as an Electrical contractor with Department of Labour (This can be subcontracted).
- Submit valid proof of letter of good standing COID-A from Department of Employment and Labour or its agencies

4. Stage four - Functionality:

(Generally tender submissions are evaluated in terms of financial offer and preference. In the event of Functionality being introduced as part of an evaluation criteria, such requirement must be stated in the tender documents.
For the proper application of Functionality work shall be classified as follows:
Simple/Straightforward/Routine work – where tasks or activities are straightforward in nature in terms of which inputs are relatively well known and outputs can be readily defined –Functionality cannot be specified for this class of work or type of work
Complex work – characterized by requirements for higher levels of skills, greater resources or not well-defined inputs and outputs
Specialist work – requiring considerable innovation, creativity, and expertise or skill (or both) or work that has a high downstream impact)

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **80 points**.

The evaluation criteria for measuring functionality and the points for each criterion and, if any, each sub-criterion are as stated in **T2.1.2 below.**

Any tenderer that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender

C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.** Addenda will be issued to, and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.

Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-1.1 certificate of attendance** signed off by the Employer's authorised representative.

C.2.12 No alternative tender offers will be considered.

C.2.13.3 Each tender offer shall be in the **English Language.**

C.2.13.5 C2.15.1 The *Employer*'s details and identification details that are to be shown on each tender offer package are as follows:

Identification details: The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- Tender Number: TP/2026/05/0085/5427/RFP
- The Tender Description: for the provision of preventative, corrective and emergency plus minor new works for electrical lights and power, civil, general building, and plumbing services Durban and surrounding areas for Transnet Property on an as and when required basis for a period of 24 months

Documents must be marked for the attention of:
***Employer*'s Agent:**

C.2.13.9 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.

C.2.15 The closing time for submission of tender offers is:

Time: **14H00** on the **as per system generated date**
Location: The Transnet e-Tender Submission Portal:
(https://transnetetenders.azurewebsites.net);

NO LATE TENDERS WILL BE ACCEPTED

C.2.16 The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

C.2.23 The tenderer is required to submit with his tender:
Mandatory documents:

- Valid CIDB Certificate in the correct designated grading – 7GB or higher
- Project manager must have a BSC Engineering in Electrical or Civil or Mechanical
- Trade test certificate for Plumbing Artisan
- Trade test certificate for the Electrician Artisan
- Trade test Refrigeration or Airconditioning Artisan certificate
- Submit proof of valid registration as an Electrical contractor with Department of Labour (This can be subcontracted).
- Submit valid proof of letter of good standing COID-A from Department of Employment and Labour or its agencies.
- Certificate of attendance of the compulsory tender clarification session.

Essential Returnable Documents:

- A valid Tax Clearance Certificate issued by the South African Revenue Services. **Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status**.
- A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender.
- Proof of registration on the Central Supplier Database.
- Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.
- Certificate of attendance of the compulsory tender clarification session

Note: Refer to Section T2.1 for List of Returnable Documents

C3.11 The minimum number of evaluation points for functionality is **80**

The procedure for the evaluation of responsive tenders is Functionality, Price and

Preference:

Only those tenderers who attain the minimum number of evaluation points for Functionality will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from any further consideration.

Functionality Criteria

Functionality shall be scored independently by not less than 3 (three) evaluators and averaged in accordance with the following schedules:

- T2.2-9 Management and CVs of key persons
- T2.2-10 Quality Plan
- T2.2-11 Company Previous experience.
- T2.2-12 Method Statement for General Building maintenance works
- T2.2-13 Health and Safety Plan for General Building/Civil maintenance works

Note: Any tender not complying with the above-mentioned requirements, will be regarded as non-responsive and will therefore <u>not</u> be considered for further evaluation. This note must be read in conjunction with Clause C.2.1.

C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations 6 and 7.

80 where the financial value of one or more responsive tenders received have a value equal to or below R50 million, inclusive of all applicable taxes,

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the BBBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

Note: Transnet reserves the right to carry out an independent audit of the tenderer's scorecard components at any stage from the date of close of the tenders until completion of the contract.

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;

3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

   the tenderer:

   a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,

   b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

   c) has the legal capacity to enter into the contract,

   d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

   e) complies with the legal requirements, if any, stated in the tender data and

   f) is able, in the option of the employer to perform the contract free of conflicts of interest.

C.3.17 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

T2.1 List of Returnable Documents

These schedules are required for eligibility and functionality purposes

Stage One as per CIDB: Eligibility Criteria Schedule –

T2.1.1 Certificate of attendance at `Compulsory Tender Clarification Meeting

T2.1.2 Valid CIDB Certificate in the correct designated grading – 7GB or high

T2.1.3 Project manager must have a BSC Engineering in Electrical or Civil or Mechanical

T2.1.4 Trade test certificate for Plumbing Artisan

T2.1.5 Trade test certificate for Electrician Artisan

T2.1.6 Trade test Refrigeration or Airconditioning Artisan certificate

T2.1.7 Submit proof of valid registration as an Electrical contractor with Department of Labour (This can be subcontracted).

T2.1.8 Submit valid proof of letter of good standing COID-A from Department of Employment and Labour or its agencies

Returnable Schedules:

Stage Four as per CIDB: these schedules will be utilised for Functionality evaluation purposes:

T2.2.9 Management and CVs of key persons

T2.2.10 Quality Plan

T2.2.11 Company Previous experience.

T2.2.12 Method Statement for General Building maintenance works

T2.2.13 Health and Safety Plan for General Building/Civil maintenance works

Returnable Schedules:

General:

T2.2-14 Authority to submit tender.

T2.2-15 Record of addenda to tender documents.

T2.2-16 Schedule of proposed sub-contractors.

T2.2-17 Letter/s of Good Standing with the Workmen's Compensation Fund

T2.2-18 RFP Clarification request form

Agreement and Commitment by Tenderer:

T2.2-19 Non-Disclosure Agreement

T2.2-20 RFP Declaration Form

T2.2-21 RFP – Breach of Law

T2.2-22 Certificate of Acquaintance with Tender Document

T2.2-23 Service Provider Integrity Pact

T2.2-24 Supplier Code of Conduct

T2.2-25 Two (2) years audited financial statements.

T2.2-26 Compulsory Enterprise questionnaire

T2.2-27 Specific Goals Points Claim Form

2.2 C1.1 Offer portion of Form of Offer & Acceptance

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions Price List

2.6 C2.2 Price List (must be filled on the TDPS system)

2.7 C3.1 Service information/Scope of Works

T2.1-1: Eligibility Criteria Schedule: Certificate of Attendance at Tender Briefing Meeting.

This is to certify that

..... (Company Name)

Represented by: ..... (Name and Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name ..... Signature .....

Capacity .....

Attendance of the above company at the meeting was confirmed:

Name ..... Signature .....

For and on Behalf of Transnet Property. Date .....

T2.1-2: Eligibility Criteria Schedule - CIDB Grading Designation

Note to tenderers:

Tenderers are to indicate their CIDB Grading by filling in the table below. **Attach a copy of the CIDB Grading Designation or evidence of being capable of being so registered.**

CRS Number	Status	Grading	Expiry Date

5. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **7GB or higher** class of construction work, are eligible to have their tenders evaluated.

6. Joint Venture (JV)

Joint ventures are eligible to submit tenders subject to the following:

5. every member of the joint venture is registered with the CIDB.
6. the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
7. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **7GB.** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
8. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
9. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

T2.1-3: Eligibility Criteria Schedule: Project manager must have a BSC Engineering in Electrical or Civil or Mechanical

NAME OF COMPANY:

_____

I/We_____

In our capacity as:

_____

do hereby certify that (Name)

_____

is a professionally registered member of the following body

_____

Certificate Number:

_____

A certificate must be attached

SIGNED at _____ on this _____day of

_____2026

_____ _____

SIGNATURE OF WITNESS SIGNATURE OF RESPONDENT

T2.1.4: Eligibility Criteria Schedule: Certified Trade test of the Plumbing Artisan

NAME OF COMPANY:

_____

I/We_____

In our capacity as:

_____

do hereby certify that (Name)

_____

is a professionally registered member of the following body

_____

Certificate Number:

A certificate must be attached

SIGNED at _____ on this _____ day of _____2026

_____ _____

SIGNATURE OF WITNESS SIGNATURE OF RESPONDENT

T2.1-5: Eligibility Criteria Schedule: Certified Trade test of the Electrician Artisan

NAME OF COMPANY:

_____

I/We_____

In our capacity as:

_____

do hereby certify that (Name)

_____

is a professionally registered member of the following body

_____

Certificate Number: _____

A certificate must be attached

SIGNED at _____ on this _____ day of _____2026

_____ _____

SIGNATURE OF WITNESS SIGNATURE OF RESPONDENT

T2.1-6: Eligibility Criteria Schedule: Certified Trade test of the Refrigeration or Airconditioning Artisan

NAME OF COMPANY:

_____

I/We_____

In our capacity as:

_____

do hereby certify that (Name)

_____

is a professionally registered member of the following body

_____

Certificate Number:

_____

A certificate must be attached

SIGNED at _____ on this _____ day of 2026

_____ _____

SIGNATURE OF WITNESS SIGNATURE OF RESPONDENT

T2.1-7: Eligibility Criteria Schedule: Submit proof of valid registration as an Electrical contractor with Department of Labour (This can be subcontracted).

NAME OF COMPANY:

_____

I/We_____

In our capacity as:

_____

do hereby certify that (Name)

_____

is a professionally registered member of the following body

_____

Certificate Number: _____

A certificate must be attached

SIGNED at _____SIGNED at _____

_____ _____

SIGNATURE OF WITNESS SIGNATURE OF RESPONDENT

T2.1-8: Eligibility Criteria Schedule: Submit valid proof of letter of good standing COID-A from Department of Employment and Labour or its agencies.

NAME OF COMPANY:

_____

I/We_____

In our capacity as:

_____

do hereby certify that (Name)

_____

is a professionally registered member of the following body

_____

Certificate Number: _____

A certificate must be attached

SIGNED at _____ SIGNED at _____

_____ _____

SIGNATURE OF WITNESS SIGNATURE OF RESPONDENT

T2.2-9: Technical Evaluation Schedule

Gatekeepers (Mandatory)

1. Valid CIDB certificate in the correct designated grading 7 GB Grade or high
2. Project manager must have a BSc Engineering in Electrical or Civil or Mechanical
3. Trade test certificate for Plumbing Artisan
4. Trade test certificate for Electrician Artisan
5. Refrigeration or Airconditioning Artisan certificate
6. Submit proof of registration as an Electrical contractor with Department of Labour (This can be subcontracted).
7. Submit proof of valid letter of good standing COID-A from Department of Employment and Labour or its agencies.
8. Signed certificate of attended for compulsory site briefing.

All above requirements are mandatory. Bidders who fail to submit all the above requirements shall be disqualified.

TECHNICAL EVALUATION

Pre-qualifying Quality criteria	**Sub-Criteria**	**Sub-Criteria Points Allocation**	
Management and CVs of Key Persons: General Building/Infrastructure Maintenance Experience of staff allocated to the project/availability of skills to manage and perform the contract (assigned personnel).	**Project Manager**		20
	No CV attached/no experience	0	
	Project Manager maintenance experience (related to the works) ≤1yr	1	
	Project Manager maintenance experience (related to the works)> 1, ≤3yrs.	2	
	Project Manager maintenance experience (related to the works) >3, ≤ 5yrs.	3	
	Project Manager maintenance experience (related to the works) >5, ≤ 8yrs.	4	
	Project Manager maintenance experience (related to the works) >8 yrs.	5	
	Electrical Artisan (Post Trade Test Qualification)		
	No CV attached/no experience	0	
	Licenced Electrician with electrical installation works or maintenance experience (related to the works) ≤1yr	1	
	Licenced Electrician with installation works or maintenance experience (related to the works)> 1, ≤3yrs.	2	

Pre-qualifying Quality criteria	**Sub-Criteria**	**Sub-Criteria Points Allocation**	
	Licenced Electrician with installation works or maintenance experience (related to the works) >3, ≤ 5yrs.	3	
	Licenced Electrician with installation works or maintenance experience (related to the works) >5, ≤ 8yrs.	4	
	Licenced Electrician with installation works or maintenance experience (related to the works) >8 yrs.	5	
	Plumbing Artisan (Post Trade Test Qualification)		
	No CV attached/no experience	0	
	Plumbing installation or maintenance experience (related to the works) ≤1yr	1	
	Plumbing installation or maintenance experience (related to the works) > 1, ≤ 3 yrs.	2	
	Plumbing installation or maintenance experience (related to the works) >3, ≤ 5 yrs.	3	
	Plumbing installation or maintenance experience (related to the works) >5, ≤ 8 yrs.	4	
	Plumbing installation or maintenance experience (related to the works) >8 yrs.	5	
	Air-Conditioning & Refrigeration Artisan		
	No CV attached/no experience	0	
	Airconditioning and refrigeration certificate with installation or maintenance experience (related to the works) ≤1yr	1	
	Airconditioning and refrigeration certificate with installation or maintenance experience (related to the works) > 1, ≤ 3yrs.	2	
	Airconditioning and refrigeration certificate with installation or maintenance experience (related to the works) >3, ≤5yrs.	3	
	Airconditioning and refrigeration certificate with installation or maintenance experience (related to the works) >5, ≤8 yrs.	4	
	Airconditioning and refrigeration certificate with installation or maintenance experience (related to the works) >8yrs.	5	

Pre-qualifying Quality criteria	**Sub-Criteria**	**Sub-Criteria Points Allocation**	
<u>Quality Plan</u>: Key Elements: 1. Quality Policy 2. Quality Manual 3. Organizational Structure & Responsibility 4. Internal Process 5. Continuous Improvement 6. Document Control	No Quality Plan submitted	0	10
	Document with only 1 to 3 key elements of quality plan	2	
	Document with only 4 key elements of quality plan	4	
	Document with only 5 key elements of quality plan	6	
	Document with all 6 key elements of quality plan	8	
	ISO 90001 Accredited	10	
<u>Company Previous Experience:</u> Bidder to submit the General Building/Infrastructure Maintenance experience in carrying out work of a similar nature. (Electrical maintenance/plumbing maintenance and General building maintenance).	No evidence provided	0	20
	Bidder has successfully completed minimum $> 0, \leq 3$ similar services (similar projects include general building works). Proof of experience attached in client letter head in the form of award letter or reference letter, or contract with the client contact details, project title and description of works.	5	
	Bidder has successfully supplied $> 3, \leq 5$ similar services. (Similar projects include general building works) Proof of experience attached in client letter head in the form of award letter or reference letter or contract with the client contact details, project title and description of works.	10	
	Bidder has successfully supplied $> 5, \leq 8$ similar services. (Similar projects include general building works) Proof of experience attached in client letter head in the form of award letter or reference letter, or contract with the client contact details, project title and description of works.	15	
	Bidder has successfully supplied >8 similar services. (similar projects include general building works) Proof of experience attached in client letter head in the form of award letter or reference letter, or contract with the client contact details, project title and description of works.	20	
Method Statement	No submission or, method statement does not refer to	0	

Pre-qualifying Quality criteria	**Sub-Criteria**	**Sub-Criteria Points Allocation**	
for General Building maintenance works: Key elements: 1. Health and safety (including PPE) 2. Maintenance approach 3.Quality control, 4. Quality assurance 5. Applicable Standards and regulations 6. Compliance to maintenance schedules 7. Compliance to key performance indicators	the general building works .		30
	Method statement only covers 1 to 2 of the key elements on how the contractor will execute general building works	8	
	Method statement covers 3 to 4 of the key elements on how the contractor will execute general building works / civil maintenance works	15	
	Method statement covers 5 to 6 of the key elements on how the contractor will execute general building works/ civil maintenance works	23	
	Method statement covers 7 of the key elements on how the contractor will execute general building works/ civil maintenance works	30	
Health and Safety Plan for General Building/Civil maintenance works: Key elements: 1. Health and Safety Policy 2. Hazard Identification and Risk Assessment 3. Legal and Other Requirements 4. Health and Safety Objectives 5. Resources, Accountabilities and Responsibilities 6. Competence, Training and Awareness 7. Communication, Participation and Consultation 8. Operational Control 9. Emergency Preparedness and Response 10. Management of Change 11. Sub-contractor Alignment 12. Incident Reporting and Investigation	No submission of Health and Safety Plan or submission does not refer to the general building/ civil maintenance works.	0	20
	Health and Safety Plan only covers 1 to 3 of the key elements that demonstrate the contractor's commitment to Health and Safety and to ensure compliance with stated Employer's Works Information.	4	
	Health and Safety Plan only covers 4 to 6 of the key elements that demonstrate the contractor's commitment to Health and Safety and to ensure compliance with stated Employer's Works Information.	8	
	Health and Safety Plan only covers 7 to 9 of the key elements that demonstrate the contractor's commitment to Health and Safety and to ensure compliance with stated Employer's Works Information.	12	
	Health and Safety Plan only covers 10 to 12 of the key elements that demonstrate the contractor's commitment to Health and Safety and to ensure compliance with stated Employer's Works Information	16	
	Health and Safety Plan only covers 13 to 15 of the key elements that demonstrate the contractor's commitment to Health and Safety and to ensure compliance with stated Employer's Works Information	20	

Pre-qualifying Quality criteria	**Sub-Criteria**	**Sub-Criteria Points Allocation**	
13. Non-conformance and Action Management 14. Performance Assessment and Auditing 15. Measuring and Monitoring			
Maximum possible score			**100**

Technical Scoring: Minimum Threshold is **(80%)**

T2.2-14: Authority to submit a Tender.

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for his category of organisation or alternatively attach a certified copy of a company / organisation document which provides the same information for the relevant category as requested here.

A- COMPANY	B- PARTNERSHIP	C-JOINT VENTURE	D - SOLE PROPRIETOR

A. Certificate for Company

I, _____ chairperson of the board of directors _____ _____, hereby confirm that by resolution of the board taken on _____ (date), Mr/Ms _____, acting in the capacity of _____, was authorised to sign all documents in connection with this tender offer and any contract resulting from it on behalf of the company.

Signed _____ Date _____

Name _____ Position Chairman of the Board of Directors

B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as _____ _____ hereby authorise Mr/Ms _____ acting in the capacity of _____, to sign all documents in connection with the tender offer for Contract _____ and any contract resulting from it on our behalf.

Name	Address	Signature	Date

NOTE: This certificate is to be completed and signed by the full number of Partners necessary to commit the Partnership. Attach additional pages if more space is required.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms _____, an authorised signatory of the company _____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract _____ and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Furthermore we attach to this Schedule a copy of the joint venture agreement which incorporates a statement that all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all the partners.

Name of firm	Address	Authorising signature, name (in caps) and capacity

D. Certificate for Sole Proprietor

I, _____, hereby confirm that I am the sole owner of the business trading as _____.

Signed Date

Name Position

T2.2-15: Record of Addenda to Tender Documents

This schedule as submitted confirms that the following communications received from the *Employer* before the submission of this tender offer, amending the tender documents, have been taken into account in this specific tender offer:

No.	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

T2.2-16: Schedule of Proposed Subcontractors

The tenderer is required to provide details of all the sub-contractors that will be utilised in the execution of the *works.*

Note to tenderers:

- In terms of PPPFA Regulation 6 (5), A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- In terms of PPPFA Regulation 12 (3), A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBBEE status level of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

Tenderer to note that after award, any deviations from this list of proposed sub-contractors will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract.

Provide information of the Sub-contractors below:

Name of Proposed Subcontractor			Address		Nature of work	Amount of Worked	Percentage of work
% Black Owned	**EME**	**QSE**	**Youth**	**Women**	**Disabilities**	**Rural/ Underdeveloped areas/ Townships**	**Military Veterans**

Name of Proposed Subcontractor			Address		Nature of work	Amount of Worked	Percentage of work
% Black Owned	**EME**	**QSE**	**Youth**	**Women**	**Disabilities**	**Rural/ Underdeveloped areas/ Townships**	**Military Veterans**

Name of Proposed Subcontractor			Address		Nature of work	Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans

T2.2-17 Letter/s of Good Standing with the Workmen's Compensation Fund

Attached to this schedule is the Letter/s of Good Standing.

Name of Company/Members of Joint Venture:

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SECTION 1: SBD1 FORM
PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET PROPERTY, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TP/2026/05/0085/5427/RFP	ISSUE DATE:		CLOSING DATE:		CLOSING TIME:	14H00
DESCRIPTION	FOR THE PROVISION OF PREVENTATIVE, CORRECTIVE AND EMERGENCY PLUS MINOR NEW WORKS FOR ELECTRICAL LIGHTS AND POWER, CIVIL, GENERAL BUILDING, AND PLUMBING SERVICES FOR DURBAN AND SURROUNDING AREAS FOR TRANSNET PROPERTY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 24 MONTHS						

BID RESPONSE DOCUMENTS SUBMISSION

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.

The Transnet e-Tender Submission Portal can be accessed as follows:

- Log on to the Transnet eTenders management platform website/Portal (transnetetenders.azurewebsites.net) (please use **Google Chrome** to access Transnet link/site free of charge).
- Click on "ADVERTISED TENDERS" to view advertised tenders.
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered.
- Toggle (click to switch) the "Log an Intent" button to submit a bid.
- Submit bid documents by uploading them into the system against each tender selected.
- No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	Oscar Mhlanga	CONTACT PERSON	Oscar Mhlanga
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Oscar.mhlanga@transnet.net	E-MAIL ADDRESS	Oscar.mhlanga@transnet.net
SUPPLIER INFORMATION			
NAME OF BIDDER			

POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]					
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐ No [IF YES ENCLOSE PROOF]		**2** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**		☐ Yes ☐ No [IF YES, ANSWER QUESTIONAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?
☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

1.6 WHERE NO TCS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

DATE:_____

T2.2-18 : RFP Clarification request Forms

RFP No: TP/2026/03/0050/3481/RFP

RFP deadline for questions / RFP Clarifications: **5 days Before tender closing date**.

ATTENTION: Oscar Mhlanga

EMAIL Oscar.mhlanga@transnet.net

DATE: _____

FROM: _____

_____

RFP Clarification No *[to be inserted by Transnet]* .....

REQUEST FOR RFP CLARIFICATION

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

T2.2-19 NON-DISCLOSURE AGREEMENT

Note to tenderers: This Non-Disclosure Agreement is to be completed and signed by an authorised signatory:

THIS AGREEMENT is made effective as of ..... day of ..... 2023 by and between:

TRANSNET SOC LTD

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Transnet Corporate Centre 138 Eloff Street, Braamfontein, Johannesburg 2000

and

.....

.....

(Registration No. .....), a private company incorporated and existing under the laws of South Africa having its principal place of business at

.....

.....

.....

.....

WHEREAS

Transnet and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Tender Document.

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member.

1.2 **Bid** or **Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**]], as the case may be.

1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agent's contrary to the terms of this Agreement]; or

1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or

1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information.

1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and

1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.

2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.

2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:

2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or

2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:

3.3.1 return all written Confidential Information [including all copies]; and

3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.

3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.

4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Tender and continue thereafter for a period of 5 [five] years.

6. PRINCIPAL

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Tender and in complying with the terms of this Agreement.

7. ADEQUACY OF DAMAGES

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

8. PRIVACY AND DATA PROTECTION

8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

T2.2-20: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;

2. we have received all information we deemed necessary for the completion of this Tender;

3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;

4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and

5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: *[Respondent to indicate if this section is not applicable]*

   FULL NAME OF OWNER/MEMBER/DIRECTOR/

   PARTNER/SHAREHOLDER:
   ADDRESS:

   _____

   _____

   _____

   _____

   Indicate nature of relationship with Transnet:

   _____

   _____

   _____

[Failure to furnish complete and accurate information in this regard may lead to the disqualification of your response and may preclude a Respondent from doing future business with Transnet]

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).

7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

8. We have acquainted ourselves and agree with the content of T2.2-22"Service Provider Integrity Pact".

For and on behalf of ..... duly authorised thereto
Name:
Signature:
Date:

IMPORTANT NOTICE TO TENDERERS

Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding a tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.

It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.

An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net

For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.

All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

T2.2-21: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

I / We _____ do hereby certify that ***I/we have/have not been*** found guilty during the preceding 5 (five) years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Tenderer is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

_____
_____
_____
_____

DATE OF BREACH:

_____

Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Tenderer from the tendering process, should that person or company have been found guilty of a serious breach of law, tribunal or regulatory obligation.

Signed on this _____ day of _____ 20____

_____

SIGNATURE OF TENDER

T2.2-22 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

_____

1. By signing this certificate, I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with and agree with all the conditions governing this RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof but not limited to those listed in this clause.

2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any tender/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.

4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

   a) has been requested to submit a Tender in response to this Tender invitation.

   b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and

   c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer

5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive Tendering.

6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

a) prices.

b) geographical area where Services will be rendered [market allocation]

c) methods, factors or formulas used to calculate prices.

d) the intention or decision to submit or not to submit, a Tender.

e) the submission of a tender which does not meet the specifications and conditions of the tender; or

f) Tendering with the intention not winning the tender.

7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this tender relates.

8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this _____ day of _____20___

_____

SIGNATURE OF TENDERER

T2.2-23 Service Provider Integrity Pact

Important Note: All potential tenderers must read this document and certify in the RFP Declaration Form that that have acquainted themselves with and agree with the content.

The contract with the successful tenderer will automatically incorporate this Integrity Pact and shall be deemed as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

And

The Contractor (hereinafter referred to as the "Tenderer/Service Providers/Contractor")

PREAMBLE

Transnet values full compliance with all relevant laws and regulations, ethical standards and the principles of economical use of resources, fairness and transparency in its relations with its Tenderers/Service Providers/Contractors.

In order to achieve these goals, Transnet and the Tenderer/Service Provider/Contractor hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Tenderer's/Service Provider's/Contractor's application for registration with Transnet as a vendor.

The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of any procurement and/or reverse logistics event and any further contract to be entered into between the Parties, relating to such event.

All Tenderers/Service Providers/Contractor's will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

OBJECTIVES

Transnet and the Tenderer/Service Provider/Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and

b) Enable Tenderers/Service Providers/Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

COMMITMENTS OF TRANSNET

Transnet commits to take all measures necessary to prevent dishonesty, fraud and corruption and to observe the following principles:

Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.

Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.

Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.

a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.

b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.

c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.

d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:

a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and

b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected

directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.

The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.

Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.

The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour

- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining.
- Principle 4: the elimination of all forms of forced and compulsory labour.
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges.
- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

INDEPENDENT TENDERING

For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

a) has been requested to submit a Tender in response to this Tender invitation.

b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and

c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.

The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.

In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

a) prices.

b) geographical area where Goods or Services will be rendered [market allocation].

c) methods, factors or formulas used to calculate prices.

d) the intention or decision to submit or not to submit, a Tender.

e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or

f) tendering with the intention of not winning the Tender.

In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or

may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

DISQUALIFICATION FROM TENDERING PROCESS

If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.

If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.

All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.

On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.

The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.

Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:

a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders.

b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents.

c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract.

d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract.

e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person.

f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:

(i) he made the statement in good faith honestly believing it to be correct; and

(ii) before making such statement, he took all reasonable steps to satisfy himself of its correctness.

g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor.

h) has litigated against Transnet in bad faith.

Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

PREVIOUS TRANSGRESSIONS

The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the

Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.

If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/ Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

SANCTIONS FOR VIOLATIONS

Transnet shall also take all or any one of the following actions, wherever required to:

a) Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/ Service Provider/Contractor may continue.
b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service Provider/Contractor.
c) Recover all sums already paid by Transnet.
d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer/Service Provider/Contractor, in order to recover the payments, already made by Transnet, along with interest.
e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and
f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.

CONFLICTS OF INTEREST

A conflict of interest includes, inter alia, a situation in which:

a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:

a) Private gain or advancement; or

b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

Thus, conflicts of interest of any Tender committee member or any person involved in the sourcing process must be declared in a prescribed form.

If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:

a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or

b) must notify Transnet immediately in writing once the circumstances has arisen.

The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

DISPUTE RESOLUTION

Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 0 above, Transnet will not do business with a company that litigates against it in bad faith or is

involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

a) **Vexatious proceedings**: these are frivolous proceedings which have been instituted without proper grounds.
b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit.
c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

GENERAL

This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.

Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.

Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

I …….. duly authorised by the tendering entity, hereby certify that the tendering entity are **fully acquainted** with the contents of the Integrity Pact and further **agree to abide by it** in full.

Signature ……

Date ……..

T2.2-24: Supplier Code of Conduct

Transnet SOC Limited aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support. These are:

- The Transnet Procurement Policy – A guide for Tenderers.
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (BBBEE)
- The Prevention and Combating of Corrupt Activities Act (PRECCA); and
- The Construction Industry Development Board Act (CIDB Act).

This code of conduct has been included in this contract to formally appraise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

Transnet is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

1. Transnet SOC Limited will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
  - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;

- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
- Gain an improper advantage.

- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

2. *Transnet SOC Limited is firmly committed to the ideas of free and competitive enterprise.*

- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices.
- Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

3. Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
  - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
  - Collusion;
  - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
  - Corrupt activities listed above; and
  - Harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet SOC Limited.

- Doing business with family members.
- Having a financial interest in another company in our industry

Where possible, contracts will be negotiated to include the above in the terms of such contracts. To the extent such terms are not included in contractual obligations and any of the above code is breached, then Transnet reserves its right to review doing business with these suppliers.

I, _____ of _____

(insert name of Director or as per Authority Resolution from Board of Directors)

(insert name of Company)

hereby acknowledge having read, understood and agree to the terms and conditions set out in the "Transnet Supplier Code of Conduct."

Signed this on this _____ day of _____ 2026

at _____

_____

Signature

T2.2-25: Two (2) years audited financial statements

Attached to this schedule are the last two (2) years audited financial statements of the single tenderer/members of the Joint Venture.

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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T2.2-26 : ANNEX G Compulsory Enterprise Questionnaire

1. The following particulars hereunder must be furnished.

2. In the case of a Joint Venture, separate enterprise questionnaires in respect of each partner/member must be completed and submitted.

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal Income Tax Number

3. * Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 6: Particulars of companies and close corporations

4. Company registration number _____

5. Close corporation number _____

6. Tax reference number: _____

Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.
Section 8: The attached SBD 6 must be completed for each tender and be attached as a requirement.

7. The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed ---------- Date _____

Name _____ Position _____

Enterprise name _____

SBD 6.1

PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	**80**
Specific Goals	**20**
Total points for Price and B-BBEE must not exceed	**100**

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

(a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c) "**B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents

(h) **"Price"** includes all applicable taxes less all unconditional discounts.

(i) **"Proof of B-BBEE Status Level of Contributor"**

i) the B-BBBEE status level certificate issued by an authorised body or person;

ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or

iii) any other requirement prescribed in terms of the B-BBEE Act.

(j) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all

applicable taxes and excise duties

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of points is allocated for price on the following basis:
80/20

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

4.1 preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency

QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.]
EME[1]	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

[1] In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 6.1

6.1 B-BBEE Status Level of Contribution: . = ……(maximum of 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor……..

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE.
(Tick applicable box)

YES		NO	

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:……

8.2 VAT registration number:……

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Service provider
- ☐ Other Service providers, e.g., transporter, etc.

[*TICK APPLICABLE BOX*]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;

(e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(f) forward the matter for criminal prosecution.

WITNESSES	BIDDER(S)
	SIGNATURE(S) OF BIDDERS(S):
	DATE:
2.	ADDRESS

SBD4 BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest2 in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State Institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....
.....

[2] the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

……

3 DECLARATION

I, the undersigned, (name)……. in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium3 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting

[3] Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

T2.2-27: SPECIFIC GOALS POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for specific goals Contribution. Transnet will award preference points to companies who provide valid proof of evidence of as per the table below.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000.

9. GENERAL CONDITIONS

9.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

9.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

9.3 Preference points for this bid shall be awarded for:

(c) Price;

(d) B-BBEE Status Level of Contribution; and

(e) Any other specific goal determined in Transnet preferential procurement policy.

9.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	**80**
Specific Goal	**20**
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS MUST NOT EXCEED	**100**

9.5 Failure on the part of a bidder to submit proof of evidence for any of the specific goals together with the bid will be interpreted to mean that preference points are not claimed.

9.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

10. DEFINITIONS

(l) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(m) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(n) "**B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(o) **"Ownership"** means 51% black ownership

(p) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(q) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(r) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(s) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents

(t) **"Price"** includes all applicable taxes less all unconditional discounts.

(u) **"Proof of B-BBEE Status Level of Contributor"**

i) the B-BBBEE status level certificate issued by an authorised body or person;

ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or

iii) any other requirement prescribed in terms of the B-BBEE Act.

(v) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(w) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

(x) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

11. POINTS AWARDED FOR PRICE

11.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

80/20

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points

Selected Specific Goal	**Number of points allocated (80/20)**
B-BBEE LEVEL 1 and 2	10
Creation of new jobs and labor intensification	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

12. EVEDINCE REQUIRED FOR CLAIMING SPECIFIC GOALS

12.1 In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below:

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

12.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.]
EME[4]	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

12.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

12.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

12.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

12.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

12.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by Transnet or regulatory

bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

13. BID DECLARATION

13.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

14. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 6.1

14.1 B-BBEE Status Level of Contribution: . = ……(maximum of 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

15. SUB-CONTRACTING

15.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES		NO	

15.1.1 If yes, indicate:

v) What percentage of the contract will be subcontracted.....%

vi) The name of the sub-contractor.....

vii) The B-BBEE status level of the sub-contractor.....

viii) Whether the sub-contractor is an EME or QSE.

(Tick applicable box)

YES		NO	

ix) Specify, by ticking the appropriate box, if subcontracting with any of the following enterprises:

	Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
	Black people		
	Black people who are youth		
	Black people who are women		
	Black people with disabilities		
	Black people living in rural or underdeveloped areas or townships		
	Cooperative owned by black people		
	Black people who are military veterans		
	OR		
	Any EME		
	Any QSE		

16. DECLARATION WITH REGARD TO COMPANY/FIRM

16.1 Name of company/firm:…….

16.2 VAT registration number:…….

16.3 Company registration number:…….

16.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

16.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……

16.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Service provider
- ☐ Other Service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

16.7 Total number of years the company/firm has been in business:……

16.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

v) The information furnished is true and correct;

vi) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

vii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

viii) If a bidder submitted false information regarding its B-BBEE status level of contributor or any other matter required in terms of the Preferential Procurement Regulations, 2022 which will affect or has affected the evaluation of a bid the purchaser may, in addition to any other remedy it may have

(g) disqualify the person from the bidding process;

(h) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(i) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(j) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;

(k) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(l) forward the matter for criminal prosecution.

WITNESSES 1. …….. 2. ……	…… SIGNATURE(S) OF BIDDERS(S) DATE: …….. ADDRESS …….. …….. ……..

C1.1: Form of Offer & Acceptance
Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

FOR THE PROVISION OF PREVENTATIVE, CORRECTIVE AND EMERGENCY PLUS MINOR NEW WORKS FOR ELECTRICAL LIGHTS AND POWER, CIVIL, GENERAL BUILDING, AND PLUMBING SERVICES PIETERMARITZBURG AND SURROUNDING AREAS FOR TRANSNET PROPERTY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 24 MONTHS

The tenderer, identified in the Offer signature block, has

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

Period	**Year**
The offered total of the Prices exclusive of VAT is	**R**
Value Added Tax @ 15% is	**R**
The offered total of the Prices inclusive of VAT is	**R**
(in words)	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

For the tenderer:

Name & signature of witness	*(Insert name and address of organisation)*	Date

Tenderer's CIDB registration number:

Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the *Contractor* the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 and Acceptance)	Agreements and Contract Data, (which includes this Form of Offer
Part C2	Pricing Data
Part C3	Scope of Work: Works Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)			
Name(s)			
Capacity			
1) for the Employer	Transnet SOC Ltd		
Name & signature of witness	*(Insert name and address of organisation)*	Date	

Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

	For the tenderer:	**For the Employer**
Signature		
Name		
Capacity		
On behalf of	*(Insert name and address of organisation)*	Transnet SOC Ltd
Name & signature of witness		

Date .....

1. C1.2 Contract Data

Part one - Data provided by the *Employer.*

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	**W1: Dispute resolution procedure**
	and secondary Options	
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: *Additional conditions of contract*
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The *Employer* is:	**Transnet SOC Ltd**

	Address	Registered address: **Transnet Corporate Centre** **138 Eloff Street** **Braamfontein** **Johannesburg** **2000**
	Having elected its Contractual Address for the purposes of this contract as:	**Transnet Property** **Transnet Park** **202 Anton Lembede Street** **Durban Central** **4000** **South Africa**
	Tel No.	**031 816 9598**
10.1	The *Service Manager* is (name):	**Tshepo Ramatsililo**
	Address	**202 Anton Lembede Street**
	Tel	**083 554 7323**
	e-mail	**Tshepo.ramatsilio@transnet.net**
11.2(2)	The Affected Property is	***All Transnet properties in and around Durban.***
11.2(13)	The *service* is	***Provision of preventative, corrective and emergency plus minor new works for electrical lights and power, civil, general building, and plumbing services Durban and surrounding areas for Transnet Property on an as and when required basis for a period of 24 months.***
11.2(14)	The following matters will be included in the Risk Register	**None**
11.2(15)	The Service Information is in	**The Scope of Services**
12.2	The *law of the contract* is the law of	**The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**2 weeks**

2	**The *Contractor*'s main responsibilities**	(If the optional statement for this section is not used, no data will be required for this section)
21.1	The *Contractor* submits a first plan for acceptance within	**2 weeks of the Contract Date**
3	**Time**	
30.1	The *starting date* is.	**TBA**
30.1	The *service period* is	**24 months**
4	**Testing and defects**	**No additional data is required for this section of the *conditions of contract*.**
5	**Payment**	
50.1	The *assessment interval* is	**30 (thirty) days after submission of invoice.**
51.1	The *currency of this contract* is the	**South African Rand.**
51.2	The period within which payments are made is	**Payment will be affected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.**
51.4	The *interest rate* is	**The prime lending rate of the Standard Bank South Africa.**
6	**Compensation events**	(If the optional statement for this section is not used, no data will be required for this section)
7	**Use of Equipment Plant and Materials**	**General Civil Engineering, electrical and Building maintenance plant, Equipment and Material will be used in this contract**
8	**Risks and insurance**	
80.1	These are additional *Employer*'s risks	**None**
84.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the *Service Provide)* caused by activity in connection with this contract for any one event is:	**Whatever *Contractor* deems necessary as the *Employer* is not carrying this indemnity.**

84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is:	**As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the *Contractor's* common law liability for people falling outside the scope of the Act.**
84.1	The *Contractor* liability to the *Employer* for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	**The total of the prices.**
84.1	For any one event, the *Contractor* liability to the *Employer* for loss of or damage to the *Employers* property is limited to:	**The total of the prices.**
84.1	The *Contractor* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	**The total of the prices.**
9	**Termination**	**There is no Contract Data required for this section of the *conditions of contract*.**
10	**Data for main Option clause**	
A	**Priced contract with price list**	
20.5	The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than	**4 weeks.**
11	**Data for Option W1**	
W1.1	The *Adjudicator* is (Name)	**Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the *Adjudicator*, the chairman of the Association of Arbitrators will appoint an *Adjudicator*.**
W1.2(3)	The *Adjudicator nominating body* is: If no *Adjudicator nominating body* is entered, it is	**The Association of Arbitrators (Southern Africa)**
W1.4(2)	The *tribunal* is:	**Arbitration**

W1.4(5)	The *arbitration procedure* is	**The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)**
	The place where arbitration is to be held is	**Durban**
	The person or organisation who will choose an arbitrator. - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	**The Chairman of the Association of Arbitrators (Southern Africa)**
12	**Data for secondary Option clauses**	
X2	**Changes in the law**	**No additional data is required for this Option**
X17	**Low service damages**	
X17.1	The *service level table* is in	**C3**
X18	**Limitation of liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to	**Total of the prices**
X18.2	For any one event, the *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to	**Total of the prices**
X18.3	The *Contractor*'s liability for Defects due to his design of an item of Equipment is limited to	**Total of the prices.**
X18.4	The *Contractor*'s total liability to the *Employer*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	**Total of the Prices.**
X18.5	The *end of liability date* is	**1 years after the end of the *service period*.**
X19	**Task Order**	
X19.5	The *Contractor* submits a Task Order programme to the *Service Manager* within	**2(two) days of receiving the Task Order**

Z *Additional conditions of contract*

Z1 Obligations in respect of Termination

Z1.1 **The following will be included under core clause 91.1:**

In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and

Under the second main bullet, insert the following additional bullets after the last sub-bullet:

- commenced business rescue proceedings (R22)
- repudiated this Contract (R23)

Z1.2	**Termination Table**	The following will be included under core clause 90.2 Termination Table as follows: Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"
Z1.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

Z2 Right Reserved by Transnet to Conduct Vetting through SSA

Z2.1		Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations: 1. Confidential – this clearance is based on any information which may be used by malicious, opposing, or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information which may be used by malicious, opposing, or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information which may be used by malicious, opposing, or hostile elements to neutralise the objectives and functions of an organ of state.
Z3	**Additional clause relating to Collusion in the Construction Industry**	
Z3.1		The contract award is made without prejudice to any rights Transnet may have to take appropriate action later about any declared bid rigging including blacklisting.
Z4	**Protection of Personal Information Act**	
Z4.1		The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act

2. C1.2 Contract Data

Part two - Data provided by the *Contractor.*

The tendering contractor is advised to read both the NEC3 Term Service Contract (June 2005) and the relevant parts of its Guidance Notes (TSC3-GN) to understand the implications of this Data which the tenderer is required to complete.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The *Contractor* is (Name): Address Tel No. Fax No.	
11.2(8)	The *direct fee percentage* is The *subcontracted fee percentage* is	**C2 Pricing Data**
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the *Contractor*'s plan is in:	**Part C3: Scope of Work**
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	....

		..... **CV's (and further key person's data including** **CVs) are in** **.....**
A	**Priced contract with price list**	
11.2(12)	The *price list* is in	**C2**
11.2(19)	The tendered total of the Prices is	**R**

PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	
C2.2	Price List	

C2.1 Pricing instructions: Option A

The *conditions of contract*

B.U.I.L.D PROGRAMME STANDARDS

- Allocates a minimum of 5% of the total project value to the targeted subcontractors (developing contractors).
- Provides structured enterprise development support aligned to CIDB's competency standards.
- Continuous mentorship, reporting and skills transfer during the 24- month contract.

The successful contractor shall:

- Subcontract a minimum of 5% of the total project value to targeted enterprises.
- Develop the targeted enterprise/s in two development areas as specified in the Standard, and agreed by both the main contractor and the targeted enterprise/s.
- Perform needs analysis on the targeted enterprise to identify developmental goals.
- Provide internal mentorship support to improve the targeted enterprise/s performance.
- Develop a project specific enterprise development plan to improve the targeted enterprise/s performance in the identified developmental areas.
- Monitor and report the progress of the agreed development areas with the targeted enterprise/s; and
- Submit a project completion report to the Employer's representative for each targeted enterprise.

PRO-FORMA B.U.I.L.D DOCUMENTS required:

- Annexure 1 - Form ED 105P Project Interim Report
- Annexure 2 - Form ED 104P Enterprise Development Declaration
- Annexure 3 - Form ED 101P Project Completion Report

How the contract prices work and assess it for progress payments

Clause 11 in NEC3 Term Services Contract (TSC), June 2005 (with amendments June 2006 and April 2013) Option A states:

Identified and defined terms 11 11.2 (17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the *Contractor* has completed and

- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List, where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

Measurement and Payment

The Price List provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.

The amount due at each assessment date is based on activities and/or milestones completed as indicated on the Price List.

The Price List work breakdown structure provided by the *Contractor* is based on the activity/milestone provided by the Employer. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. T**he Price List work breakdown structure is compiled to the satisfaction of the *Employer* with any additions and/or amendments deemed necessary.**

The *Contractor's* detailed Price List summates back to the activity/milestone provided by the *Employer* and is sufficient detail to monitor completion of activities related to the operations on the Accepted Plan in order that payment of completed activities may be assessed.

The Prices are obtained from the Price List. The Prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.

C2.2 Price List

Please note that the pricing list should be filled on the TDPS system and ensure that it is saved on the system. Failure to fill the pricing on the TDPS system will lead to disqualification.

• C3: Scope of Work: Service Information

EL002

Definitions:

In this Scope of Work:-

1) "**access-delayed time**" means the time taken from arrival on the *Site / Affected Property* by the *Contractor*, his sub-contractor or specialist-contractor and requesting access to the *Site / Affected Property* from the *Employer* or his Tenant until the time access is given.

2) "**ad hoc works**" also known as "**minor new works**" means any repair (s), replacement (s) of component (s) or additions/alterations of the installations other than inspection, repairs, servicing, or replacement listed in this contract.

3) **"affected property"** shall means the commercial premises / sites that includes building within Mpumalanga province around the Employer's office or any other building / structure / premises within the geographical area applicable to this Contract.

4) **"break-down"** means a specific type of failure, where an item of an installation or equipment is completely unable to function.

5) **"call-out"** means an installation or related failure, requiring the Contractor to visit the Site / Affected Property outside of the scheduled maintenance period.

6) **"chargeable items"** mean the cost of replacement components or repairs required to maintain a reliable and safe Installation (excluding consumable items) and which are not covered under this Contract.

7) **"Contractor**" means the successful tenderer that has been awarded the Service for the period stipulated

8) **"corrective maintenance' (CM)"** means any maintenance activity which is required to correct a failure that has occurred or is in the process of occurring. This activity may consist of repair, restoration or replacement of components.

9) **"documentation"** means and includes any drawings, diagrams, calculations, designs and documents which are to be supplied to the Employer by the Contractor in terms of this Contract, together with any modifications to such documents as may from time to time be approved in writing by the Employer.

10) **"down-time"** the time that an item of equipment is out of service, as a result of equipment failure. The time that an item of equipment is available, but not utilized is generally not included in the calculation of downtime.

11) **"drawings / diagrams"** means drawings / diagrams referred to in the Specification and any modification of such drawings / diagrams approved in writing by the Employer and such other drawings / diagrams as from time to time may be furnished or approved in writing by the Employer.

12) **"emergency maintenance (EM)"** means maintenance work carried out in order to avert an imminent risk of human injury or death, human suffering, serious business disruption that could not have been reasonably foreseen, interruption of essential services, suffering damage to property or financial loss, suffering or death of livestock or other animals and serious environmental damage or degradation.

13) **"installation"** means the affected property water treatment and all related equipment on / in the Site / Affected Property.

14) **"licences"** means the licences used / issued or deemed to be issued to the Service Provider from time to time in terms of applicable Act(s).

15) **"maintenance"** or **"check"** shall mean the efficient and effective examination, inspection, recording, deduction or calculation, service, repair and or replacement of components and parts of a unit / system / installation so that the unit / system / installation complies with the manufacturers, design and commissioning operational specifications and statutory / Employer requirements. This includes the cleaning, removal of components and waste, correct adjustment and setting, tightening, testing, fixing, refill, lubrication, balancing, rust prevention and touch up paint of the unit / system / installation.

16) "**maintenance plan"** will bear the same meaning as Contractors Plan.

17) **"non-inclusive contract"** will mean that Plant and Equipment (material) is excluded except that refer to in equipment of this scope of work below. The cost and quantity of spares and material is uncertain and therefore excluded.

18) **"normal working-hours"** means office hours, from 07h30 to 16h00 Monday to Friday excluding Public Holidays in South Africa.

19) **"person**" includes, a natural person, a partnership, a business trust, a foundation, any company or close corporation incorporated or registered in terms of any law, and other body of persons corporate or unincorporated.

20) **"preventative maintenance (PM)"** means the maintenance carried out at pre-determined intervals or corresponding to criteria and intended to reduce the probability of failure or the performance degradation of an Installation or equipment.

21) **"property**" means any movable, immovable or intellectual property or any right to such property.

22) **"repair"** means put into good condition after damage or wear, any component that forms part of the Installation or Equipment.

23) **"scheduled maintenance (SM)"** means the systematic inspection, cleaning, making of minor adjustments, testing, calibrating, measuring and recording, replacing of minor parts, and any other similar measures necessary to prevent deterioration, to assure reliability and availability.

24) **"scope of work"** will bear the same meaning as Service Information.

25) **"sensitive security area"** refers to computer centres, personnel records, cashiers, archives, top management office areas and all other areas indicated to the Contractor.

26) **"services"** means the work, functions, tasks, services, and / or goods to be performed, rendered and or supplied by the Contractor, including any subsequent variations or changes to such work, functions, tasks, services, or goods as may be agreed in terms of this Scope of Work.

27). **"service manager"** – means the building- / centre- / lodge- / hostel manager or representative of the Employer responsible for the management of a specific Site / Affected Property

28) **"shut-down maintenance"** means maintenance that can only be performed while equipment is shut down (equipment is turned off).

29) **"site"** means any site, place regardless of whether it is or form part of any temporary or permanent structure, building which is the property of, or is occupied or used by, or is under the control and / or management of the Employer.

30) **"specifications"** the document to which is referred in this Scope of Work, in which the method and standards applicable to the rendering of the Service, as well as the materials to be provided and used, are described.

31) **"supervisor"** means a competent person appointed by the Contractor to be on-site and responsible for the management of the Contractor's staff and Service provided in terms of this Scope of Work.

32) **"technical information"** means and includes all information provided in the Specification, together with all drawings, diagrams, calculations, designs, Specification and other pertinent documents as may from time to time be furnished in writing by the Employer to the Contractor in connection with the Contractor's Services.

33) **"tenant"** means any Person (including BU's of Transnet other than Transnet Property) with his staff, client's and service providers with whom the Employer has entered into a lease agreement for the whole or a portion of the Site / Affected Property.

34) **"tenant installation"** means all services, equipment and or installations paid for and owned by Other and not specifically describe as part of this Contract.

35) **"Transnet Property"** means – a division of Transnet (SOC) LTD, a State Owned Company duly incorporated in accordance with the laws of South Africa with registration number 1990/000900/30, duly represented herein by the Group Executive Officer and or his duly appointed delegate, who warrants that he is duly authorised hereto;

36) **"South African National Standards" (SANS)** refers to specifications and procedures for inspection, test, and examination for machinery in use.

37) Expressions defined in this Scope of Work shall bear the same meanings in the specifications, schedule or annexure to this Scope of Work which do not themselves contain their own definitions;

38) Schedules and/or annexures to this Scope of Work shall be deemed to be incorporated into and form part of this Scope of Work and as such each reference herein to "the Scope of Work" shall be deemed to include a reference to all such schedules and/or annexures.

1. *Employer*'s objectives

1.1. The *Employer's* objective is to enter into a term service contract with the *Contractor* to provide preventative, corrective and emergency maintenance plus minor new works for electrical, HVAC, general building and plumbing services in the Pietermaritzburg area and surroundings on an *As and When* required basis, for building/property/site owned, managed or leased by the Transnet Property within for a period of 24 months to ensure compliance with legislative requirements relating to the Occupational Health and Safety Act, 1993, (Act No 85 of 1993).

2. Executive overview

2.1. The Employer is desirous that its Employees and Tenants receive the Services to ensure that the improvements, installation(s) and equipment in or on the *Site / Affected Property* will comply with all relevant regulations and standards through the conclusion of this Term Service Contract with the Contractor.

2.2. This Service covers the preventative-, corrective- and emergency maintenance, on affected Transnet assets in the Pietermaritzburg and surrounding areas.

2.3. The Service shall be executed in accordance with the latest edition / amendment of the following inter alia:

2.3.1. The Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the regulations promulgated in terms of the Act.

2.3.2. Electrical Wiring Regulations SANS 10142-1 & 2

2.3.3. National Building Regulations SANS 10400.

2.3.4. The Regulations and By-laws of the Local Authority.

2.3.5. The local Fire Department Regulations.

2.3.6. Basic Conditions of Employment Act 75 of 1997 (latest edition / amendment)

2.3.7. Hazardous substance act 15 of 1973 (latest edition / amendment)

2.3.8. National water act 36 of 1998

2.3.9. The Occupational Health and Safety Act, 1993

2.3.10. The Construction Industry Development Board Act No. 38 of 2000 and amendments

2.3.11. All relevant Laws, Legislation and Regulations applicable to the works, which will include the requirements of the Employer.

2.4. The above documentation shall be always kept on site by the Contractor, inclusive of the Contractor's Safety file.

3. Description of the service

3.1. The Service shall include:

3.1.1. All planned/scheduled maintenance, these shall include the management, maintenance and repairing/replacement of all equipment covered within this Scope of work including but not limited to:

3.1.1.1. Maintenance of a complete domestic water installation/network and supply including storage tanks, valves, pumps, hydro-boils and heat-pumps.

3.1.1.2. Clean storm / rainwater installation / network including full-bores, sumps, pits (up to 1 meter deep), and storm water pipes of up to 250mm in diameter between sumps.

3.1.1.3. Clean storm water drains and catch pits/sumps over 1 meter to 2 meters deep and storm water pipes over 250mm up to 500mm diameter between sumps.

3.1.1.4. Service gate valves of water mains up to 250mm, gland packings to ensure easy turning when required to shut off water supply.

3.1.1.5. Maintenance of complete sewer and waste water installation / network including sumps, valves, oil / grease traps, pumps etc.

3.1.1.6. Maintenance of complete hot water installation / network and supply including storage tanks, lagging, valves and pumps.

3.1.1.7. Refilling of JoJo tanks and water supply of 5 litre bottled water

3.1.1.8. Maintenance of complete plumbing installation/reticulation.

3.1.1.9. Maintenance of structure and roofs, cleaning of asbestos/galvanised gutter up to 300mm wide including downpipes.

3.1.1.10. Maintenance of exterior and interior building fabrics; roads, paving, minor brick works, partitioning, tiling, ceilings, flooring, Ironmongery, glazing, painting etc.

3.1.1.11. Servicing of ablution facilities, including but not limited to inspecting/serving/replacing of flush masters, urinals, taps, water closets set, water leaks, clean service ducts, toilet doors including locking mechanism, worn-out 100 mm butt hinges type etc.

3.1.1.12. Servicing of eyebolts for safe working condition for assailers to allow for the cleaning of the windows.

3.1.1.13. Servicing and repairs of steel roller shutter doors size up to 5 meters high and 6 meters wide.

3.1.1.14. Remove and replace damaged steel palisade fence panels including cutting of rails to size, fitting brackets to posts and bolting of pales to rails with bolts & nuts.

3.1.1.15. General repairs (e.g. carpentry & joinery),

3.1.1.16. Painting of traffic lines, parking bay structural steels, roof timbers, roofs, ceilings, walls, doorframes, moulds, rain water goods, etc.

3.1.1.17. Applying 1 coat of traffic paint to the following direction arrows up to 4 meters long: straight only, right only, left only, curved right & curved left.

3.1.1.18. Painting of numerals and letters up to 300mm highx40mm stroke on rough tarmac or concrete surfaces including setting out, marking out, cleaning and barricading.

3.1.1.19. Replacing loose/damaged road kerbing, remove damage concrete footing, recast concrete and replace back in position, align and grout joints.

3.1.1.20. Replacement of faulty / worn out components of pumps and adjustments, all in situ and on a planned basis or any other work arising out of or incidental to the above or required of the Contractor for the proper completion of the Service in accordance to the true meaning and intent of this Contract

3.1.1.21. Annual inspection, servicing, emptying, cleaning, and maintenance of sewer pumps

3.1.1.22. Annual inspection of pump control panel and associated parts to ensure optimal operation.

3.1.1.23. Servicing of non-return valves.

3.1.1.24. Quarterly Servicing of the boom gates

3.1.1.25. Unblocking of all types of drains using jet vacuuming equipment.

3.1.1.26. Emergency Call-Out service.

3.1.1.27. The cleaning, removal of components and waste deposits, correct adjustment and setting, tightening, testing, fixing, refill, lubrication, balancing, rust prevention and touch up paint of the unit / system / installation.

3.1.1.28. Furnishing a completed activity schedule following each inspection and / or emergency call, incorporating a description of the malfunction and action taken.

3.1.1.29. Complete Heating Ventilation and Air Conditioning (HVAC) installation,

3.1.1.30. Maintenance for HVAC shall be provided on a planned (As per Activity Schedule attached in Annexure 2.3 of this Scope of Work), ad-hoc and emergency call outs only,

3.1.1.31. Repairing all interconnecting pipework if required.

3.1.1.32. Adjusting, maintaining, and repairing all supply and return air grilles and diffusers, fire dampers, opposed blade dampers and damper operators.

3.1.1.33. Repairing all ductwork, sound attenuators and supporting equipment.

3.1.1.34. Adjusting, maintaining, repairing and replacing fuses, circuit breakers, isolators, starter switches, pilot lights, amp and volt meters and electric wiring from main incoming isolator.

3.1.1.35. Maintenance and service of electrical kiosks.

3.1.1.36. Maintenance and service of distribution boards.

3.1.1.37. Maintain all plant / transformer rooms and or service ducts in a clean, neat and tidy condition and remove all debris and surplus materials from the Site / Affected Property.

3.1.1.38. Maintenance and service on lighting and extra low voltage lighting installation.

3.1.1.39. Maintenance and service of electrical control box/panels.

3.1.1.40. Maintenance and service of substation equipment.

3.1.1.41. Annual maintenance and service report of substation equipment

3.1.1.42. Annual testing of medium and high voltage substation equipment.

3.1.1.43. Testing of medium and high voltage transformers

3.1.1.44. Maintenance and service on power skirting installation

3.1.1.45. Maintenance and service of UPS equipment.

3.1.1.46. Maintenance and service report of standby generator set.

3.1.1.47. The inspection of Electrical reticulation, Distribution boards, Cable ducts, trenches and other wire ways, Lighting, and power points

3.1.1.48. Ensured that live electrical equipment is inaccessible, that electric circuits are protected and that lighting and power systems are operational.

3.1.1.49. Conduct the condition assessment of all the Installation and provide a comprehensive report to the Employer with a detailed and fully motivated quotation for work requiring immediate attention to bring the Installation into a maintainable condition.

3.1.1.49.1. This estimate shall be submitted to the Employer for his consideration and decision as to the necessity for the work.

3.1.1.49.2. Failure to comply with this requirement after having made his first visit to the Affected Site shall imply that the Contractor accepts the Installation as being in sound working order, a satisfactory state of repair and compliant with all applicable statutory requirements at the commencement of his Contract.

3.1.1.49.3. The estimate must be received within three (3) months of the starting date of the Contract.

3.1.1.50. Examining thoroughly validity of the existing Certificate of Compliance (CoC). Certificates will be checked by each newly appointed Contractor to ensure compliance of the certificates.

3.1.1.50.1. If the installation / certificate has any defects the Contractor shall compile a defect report, which shall be handed to the Service Manager. If the Employer agrees with the defect / need for a certificate a Task Order will be issued and the Contractor will repair the defects and issue a certificate of compliance.

3.1.1.50.2. If there are no compliance certificates available for an existing Installation on a specific Affected Property, the Contractor shall compile a defect report that will be handed to the Service Manager for his direction.

3.1.1.50.3. In the event of amendments to the existing installation by the Contractor, the Contractor shall provide the Employer with compliance certificates at his costs for all alterations or extensions that the Contractor undertakes once work has been completed and before being commissioned.

3.1.1.50.4. The certificate shall not exclude any part of the installation but shall cover the installation.

3.1.1.51. Compliance of the Installation shall include but not be limited to the following:

3.1.1.51.1. **Sockets and light circuits**

a. All plug circuits shall be appropriately labelled at both the source (DB) and outlet ends.

b. All new plug circuits shall not have more than 8 plugs per circuit. Where an existing plug circuit already has 8 or more plugs no additional plugs will be allowed on the same circuit.

c. Earth leakage tests shall be done on plugs to ensure that they are correctly connected and that there are no signs of a floating earth current.

d. Replacement of plugs should be of the same type and rating.

e. All new light circuits shall not have more than 14 lights per circuit. Where an existing light circuit already has 14 or more lights no additional lights will be allowed on the same circuit.

f. All light circuits shall be labelled and depicted on drawings indicating the circuits. A copy of the drawings shall be handed to the Employer.

g. All lamps and ancillary equipment that are replaced should be replaced with equipment of the correct rating, make, type, model and wattage. All spent lamps shall be disposed of in accordance with statutory requirements.

h. All plugs that are intended for luminaires only, shall not exceed a rating of 6 amps. These plugs shall only supply one luminaire per plug.

3.1.1.51.2. **Distribution boards / control panel and boxes**

a. Shall indicate where they are being fed from and the KA rating.

b. Shall have a danger notice fixed to them instructing if leakage current or inadvertent contact should occur the main switch should be switched off.

c. The equipment mounted into it shall be so positioned to allow any conductor to be removed without any obstruction.

d. All unoccupied spaces shall be fitted with blank covers.

e. Permanent labelling shall identify both incoming and outgoing circuits.

f. Series connected cascaded systems shall have a notice fixed to them indicating that this is a cascaded system and unless otherwise recommended shall not be fitted with any other breaker, except for those identical in the system. In the case that the identical circuit breaker is not available, the manufacturer of the replacement circuit breaker shall confirm in writing that the circuit breaker can be used in this cascading system. This shall also be approved by the Employer's competent technical Person, in writing, before installation.

3.1.1.51.3. **Earth leakage protection**

a. Earth leakage devices shall disconnect both phase and neutral.

b. Earth leakage units that are not provided with over current protection shall be fully rated short circuit protective device.

3.1.1.51.4. **Earthing**

a. Each earth conductor connected to the main earthing terminal shall be able to disconnect individually.

b. The secondary winding of the transformer shall also be earthed.

c. Earth continuity conductors should consist of compatible conductors.

d. If the earth continuity conductor forms part of a flexible cable it shall be the same size as the largest phase conductor.

e. Connections of earth continuity conductors shall not rely on twisting of the conductor or the strands of the conductor but be crimp-ferruled, lugged or soldered.

f. Earth continuity conductor shall not be used to carry any currents other than fault current.

3.1.1.51.5. **Bonding**

a. The bonding conductor shall at least be of an area equal to 2.5mm² or more.

b. All metallic roofs, downpipes, gutters, hot and cold-water pipes and antennas should be bonded, and the earth continuity path shall not exceed 0.2 Ω (ohms).

3.1.1.51.6. **Extra low voltage lighting**

a. Rated output current of safety transformer used for low voltage lighting should not exceed 25 A (amps).

b. When installing low voltage supplies the length of the conductor should be considered to accommodate the voltage drop that will occur. The conductors used shall have a steady current rating to accommodate the high currents associated with low voltage lights.

c. The conductor size of low voltage supply shall not be less than 1,5mm².

d. The sum of current ratings of the secondary circuits should not exceed 90% of the transformer's rating.

3.1.1.52. Provision of an inventory list to the Service Manager.

3.1.1.52.1. If there is no inventory list available for an existing Installation on a specific Affected Property, the Contractor shall compile the inventory list and hand it to the Service Manager.

3.1.1.52.2. Where there is existing inventory list, there Contractor shall check the completeness and or correctness to update this information.

3.1.1.52.3. The responsibility for accuracy of the text and quantities of the above documents remains with the Contractor who updates the documents. The Contractor will provide the Employer on a monthly basis with any changes to these documents.

3.1.1.53. Check correctness and or relevance of all Activity Schedules and where needed provide the Employer with the proposed amendments.

3.1.1.53.1. The Contractor shall use these set of Activity Schedules per Site as directed that will be neatly bound to serve as an Installation Logbook for the Affected Property.

3.1.1.53.2. Checks / maintenance / inspection / tests etc. will also include those specified by the supplier or manufacturer in the components of the Installation. The Contractor shall be responsible to incorporate these in the applicable Planned Maintenance list.

3.1.1.53.3. The Contractor shall maintain the Installation logbooks / bound activity schedules on the Affected Property. Upon completion of each service, repair or call out; he shall enter remarks, date and sign in the logbook. Failing to update the logbook will cause the Installation to be seen as not having been serviced. Refer to Contract Data (Part one) Option X17 (Performance Index Table).

3.1.1.53.4. Planning of all normal services must ensure that there will be minimal disruption to the Installation.

3.1.2. The Contractor shall at all times upon arrival on the Affected Property for each inspection / service or call-out, report to the Service Manager in order to ascertain

the reason for the call-out, and / or to obtain information with regard to any problems with the Service and or Installation on the Affected Property.

3.1.2.1. Failing to report to the Service Manager will cause the Installation to be seen as not being serviced and an amount will be deducted from the Contractor's monthly invoice. Refer to Contract Data (Part one) Option X17 (Service level table).

3.1.3. The Contractor shall assist the lift maintenance Contractor, where applicable, to thoroughly test the lift emergency power operation by simulating a power failure.

3.1.4. The process / procedures for working on medium and high voltage equipment shall be as follows:

3.1.4.1. Access to High voltage installations is not permitted unless accompanied by Transnet's competent person or person authorised to perform/access any work in the area.

3.1.4.2. All personnel or Subcontractors of the Contractor that have to perform duties on HT equipment must be trained and certified on medium and high voltage equipment. As per Transnet Training/Occupational Regulations on High Voltage Systems (ORHVS) or equivalent.

3.1.4.3. The Service Manager must be notified five (5) working days in advance of all work that must be performed on HT equipment to facilitate necessary arrangements and the issuing of permits, etc. Especially for substation that form part of the TFR ring feed.

3.1.5. Within two (2) months of notification of acceptance of the tender, the Contractor shall submit to the Employer for his approval and acceptance a Contractors Plan / Maintenance Plan.

3.1.5.1. No deviation from programmed dates will be allowed once agreed between the Employer and the Contractor. The first payment certificate will not be passed for payment until this program has been lodged and approved by the Employer.

3.1.5.2. Acceptance of the Contractors Plan / Maintenance Plan by the Employer shall not limit in any way the Contractor's responsibility to undertake whatever Service that is required during the Contract period to ensure safe operation of the Installations. The Plan shall be structured and implemented so as to ensure a maximum Installation operation and minimise downtime.

3.1.5.3. The Employer may order alterations, extras, additions to or omissions from the Services however it will not be of any force or effect unless reduced to writing. The Contractor shall carry out or give effect to such orders from the Employer. The rates for such work shall be agreed between the Contractor and the Employer, where rates are not quoted for in the Price List / Rates.

3.1.5.4. The contractor shall work in accordance with the compiled plan indicated above.

3.2. The Contractor shall:

3.2.1. Ensure that he/she has adequate equipment to carry-out the activities as specified in this scope of work. Employer shall not purchase/hire the equipment for the contractor to perform any activity included in this scope of work.

3.2.2. Provide the Employer with at least two digital photographs (before and after) of all equipment that has been repaired, replaced or on which any other work has been performed to prove that the Service has been provided in accordance with the schedule or as instructed by the Service Manager.

3.2.2.1. Such "before and after" photographs must be taken from the same vantage point and shall clearly illustrate the identity and condition of the installation before and after the service.

3.2.2.2. The minimum specification for the camera or other imaging device shall be that the images produced shall be sufficiently clear, defined and illuminated to enable the viewer to verify the identity and authenticity thereof. Low-light conditions are prevalent and an adequate source of illumination is required for photography.

3.2.2.3. These photographs are an essential part of the supporting documentation required in this contract

3.2.3. Touch-up paint on equipment to minimise deterioration and to keep in an acceptable and neat condition.

3.2.4. Complete the applicable Activity schedule following each inspection and / or emergency call, incorporating a description of the malfunction and action taken.

3.2.5. Attend management meetings (Clause 4.2) from time to time with the Employer to discuss any technical matters that require clarification or action and progress, as and when required by the Employer or his representative.

3.2.6. Direct and monitor specialist subcontractors to ensure efficient and timely execution of the work in co-operation with the Service Manager.

3.2.7. All workspace, surfaces and items covered by this contract must appear clean and neat each day in accordance with the discretion of the Employer.

3.2.8. In the event of emergency repairs being required, the need for such repairs shall be reported immediately to the Employer or his representative for further instructions.

3.2.9. The results and dates of all tests shall be recorded in the site maintenance register. The Employer shall be informed at least thirty (30) days prior to the tests.

3.2.10. Be responsible for making arrangements with the Employer or his representative regarding the availability of the Installation for the purpose of servicing and / or repairs.

3.2.11. In the event of repairs or replacements becoming necessary, the Contractor shall submit an estimate of the cost of the work concerned to the Employer or his representative and there after shall proceed in accordance with the Employer's instructions.

3.2.11.1. In the event of **ad-hoc or minor new works**, submit a detailed estimate for such additional work to the Service Manager and obtain approval from the Employer before attending to the additional repairs or replacements.

3.2.11.2. **Ad-hock or minor new works** shall be identified and priced in terms of the Price List /Labour Rates (Part C2) for labour and mark-up of materials as per this Contract.

3.2.11.3. Where the Price (material or labour, or material and labour) is not stipulated in the Price List / Labour Rates the cost will be based on a fixed labour price as per Price List / Labour Rates (during normal working hours) plus material content based on proven cost (Supplier/s quotations with deductions for all discounts, rebates and taxes which can be recovered) plus an agreed percentage Fee. Refer to Price List / labour Rates (Part C2).

3.2.11.4. The Employer may order alterations, extras, additions to or omissions from the Service. However, these will not be of any force or effect unless reduced to writing. The Contractor shall carry out or give effect to such orders from the Employer. The rates for such work shall be agreed between the Contractor and Employer, where rates are not quoted for in the Price List / Labour Rates (Part C2).

3.2.12. Be responsible for overall management and supervision of the contracted personnel performing duties at the Premises in accordance with the provisions of this Contract.

3.2.13. It is expected from the Contractor to ensure that all duties and tasks to be performed on site are adhered to.

3.2.14. Exercise adequate skill, care and diligence in the rendering of the services and the performance of its obligations to the Employer.

3.2.15. Inform the Employer in writing prior to carrying out of any modification to the existing Installation, even if this modification may benefit the Installation or if the cost of this modification is for the Contractor's account.

3.2.16. Inform the Employer of all improvements or revisions related to the Installation. These notifications shall take the form of technical notices or sales releases under a covering letter from the Contractor.

3.2.17. Approval given by the Employer shall not relieve the Contractor from responsibility for due performance of this Contract and adherence to Technical Information provided by the Employer.

3.2.18. Protect the Employer and Employer's employees against all losses, expenses, demands, errors or omissions, including faulty design and / or detailing of the Contractor, its subcontractors, agents or employees in the provision of any documentation under the terms of the Contract. To this end, it shall be the Contractor's responsibility to arrange professional indemnity cover through an insurance company acceptable to the Employer, the limits of such cover to be determined by the Employer in relation to the Service.

3.2.19. Ensure that the Installation at all times comply with provisions of all Laws, Provincial Ordinances, Local Authority Bylaws and all relevant Regulations applicable to the specific Installation.

3.2.20. Take adequate precaution against damage to the Site/Affected Property, Installations, equipment, protect the public, the property of the public, the property and workmen of the Employer and all other persons, from injury or damage during the course of the Service. The Contractor or any of its employees, sub-contractors or agents will be held responsible for any damage to the Site / Affected Property or the contents thereof or for indirect loss, caused by him, either as a result of his actions or failure to act, whether it was done during the normal performance of their duties or not, and a claim for damages may be instituted against the Contractor accordingly.

3.2.21. Be entitled to use such supplies of electricity and water as may be available on the Site / Affected Property for the purpose of the Service, and at his own expense shall provide any apparatus necessary for such use.

3.2.22. Inspect the *Site / Affected Property* on an on-going basis to identify non-compliances and determine necessary cleaning and repairs.

3.2.23. Replace all parts timeously, thereby limiting the incidence of breakdowns, unplanned maintenance or repair and consequently maintain maximum network and equipment operation.

3.2.24. Ensure that the downtime does not exceed the maximum allowable downtime as specified in this Scope of Work.

3.2.25. Updating of equipment lists, registers and data sheets of all equipment and equipment changes, replacement or upgrade.

3.3. The *Employer* shall:

3.3.1. Report to the Contractor any irregular performance of or defect in, or damage to any items covered under this Contract.

3.3.2. Use the items covered under this Contract in a normal and proper manner, including preventing a material change in the use or usage or the overloading thereof.

3.3.3. Protect the items covered under this Contract against vandalism, abuse or misuse and accidental damage.

3.3.4. Ensure that the Site / Affected Property with regards to the equipment spaces comply with the applicable regulations and local bylaws.

3.3.5. At the request of the Contractor, shall arrange for necessary shutdowns of services and equipment to facilitate the execution of the Service wherever possible during normal working hours.

3.3.6. Any disruptions which are deemed to be beyond the Contractor's control and which result in the Contractor's workmen having to leave an area in or on the Site / Affected Property shall be logged in the applicable report book.

3.4. Emergency Call Out Service and Downtime Of Equipment

3.4.1. The Contractor shall for the period of this Contract provide and maintain an 24-7 emergency call-out service, enabling a qualified technician (competent person) being called upon by the Service Manager to undertake any repairs or emergency service within the time as shown.

3.4.2. Emergency service may be executed without receipt of an official order number and solely on the request from the Employer. The Contractor must however ensure that the official from the Employer signs the job card. The Contractor must also ensure that he obtains an official order number from the Employer the following working day.

3.4.3. The Contractor shall inform the Employer verbally and act immediately on any potentially hazard or undesirable situation which may cause harm to persons or which may damage or reduce the life expectancy of the equipment, even if the hazardous or undesirable situation does not form part of the Service.

3.4.4. Only breakdowns which affect public health and safety or the operation and safety of sensitive equipment, shall be treated as emergency repairs. Breakdowns involving personal comfort shall not be considered as emergency repairs unless authorized by the Employer.

3.4.5. The response time for call-outs (i.e. from the Contractor's receipt of an official request, to his attendance on Site / Affected Property) shall be as follow:

3.4.6. Emergency call-outs shall not exceed:

3.4.6.1. One (1) hour within the twenty-five (25) kilometre radius from the Employer's office,

3.4.6.2. Two (2) hours within a fifty (50) kilometres radius from the Employer's office,

3.4.6.3. Three (3) hours further than fifty (50) kilometres from the Employer's office.

3.4.7. Normal breakdown calls shall not exceed:

3.4.7.1. Two (2) hours within twenty-five (25) kilometres radius from Employer's office,

3.4.7.2. Four (4) hours within twenty-five (50) kilometres radius from Employer's office,

3.4.7.3. Six (6) hours further than fifty (50) kilometres radius from Employer's office,

3.4.8. Allowed downtimes for the equipment on / in the Site / Affected Property shall be as follow:

3.4.8.1. Minor failures / problems, (such as external repairs to the chillers or pump-sets not requiring stripping or replacement of components readily available) shall not exceed the normal breakdown call time plus one (1) hour.

3.4.8.2. Major failures / problems, mechanical failures, requiring stripping and rebuilding or machining shall not exceed five (5) days.

3.4.8.3. Repairs to any water leaks shall not exceed one (1) day.

3.4.9. Should repairs not be possible within the downtime as indicated in this clause, Emergency call out services and downtime of equipment, above it will be the responsibility of the Contractor to obtain extension of time. The request must describe the breakdown, the cause of it, and state clearly all the reasons for the extension and the actual extension required in regard to the repair.

3.4.10. No extra payment will be made for the standby service availability and attendance to breakdowns or other emergencies whether or not during or after normal working hours and the costs thereof shall be included in the Price list/ Rate.

3.4.11. All breakdowns shall be analysed by the Contractor and relevant action shall be taken. The fault analysis (call-out rate) shall be compiled by the Contractor and shall be recorded. This history shall be kept for at least three (3) years.

3.4.12. Failure of the Contractor to meet the response-time or downtimes under normal circumstances may indicate the Contractor's inability to provide the required Service and may invoke termination of this Contract.

3.4.13. The Contractor shall ensure that the Service Manager is at all times in possession of such telephone numbers and contact addresses as may be necessary to enable the Employer to make emergency calls / call-outs. Adequate communication equipment shall be provided by the Contractor to ensure a minimum delay in the response to emergency calls.

4 Management structures

4.1. Performances Measures

4.1.1. It is recorded and agreed that, in the event that the Contractor fails to deliver goods or render Services stipulated in this Scope of Work, Transnet Property shall be entitled to impose penalties on the Contractor as indicated in Table 1 below.

4.1.2. Transnet Property's right to impose penalties shall not in any way detract from Transnet Property's right to claim damages instead of penalties in the event of a breach by the Contractor of any or all of the terms and conditions of this Agreement.

Key Performance Area	Key Performance Indicator	Key Performance Target	Penalties
PM Schedule Compliance	% Compliance to escalation timeframes/scheduling timeframes/completion dates	100%	• 5 % of the specified invoice, amount payable the following month. • 3 consecutive non-conformances will result in termination of contract
Statutory Inspection Compliance	Maintaining statutory (OHS Act and other Regulations) compliance of the premises and meeting the requirements	100%	• No non-compliances will be tolerated. • Immediate termination of contract for any non-compliance
Key Plant Availability	$\frac{\text{Total man – hours per month – Down Time (Job Cards)}}{\text{Total Time}}$	95%	• 5 % of the specified invoice, amount payable the following month
Safety	Life Threatening Incidents	<0: Hours without LTI	• No non-compliances will be tolerated. • Immediate termination of contract for any non-compliance
Time to Quote	Average number of business days to Obtain a quote from the supplier	2 days (Dependant on nature and extent of works).	• 5 % of the specified invoice, amount payable the following month • 2 days (Dependant on nature and extent of works).
Skills base and Staff compliment	As per skills list in the pricing data/SOW requirements.	Full compliance on any inspection day (non-compliance will result in termination of contract)	• Deduction of the rate for the skill not found plus 20 % of the specified invoice, amount payable the following month • 2 consecutive non-

Key Performance Area	Key Performance Indicator	Key Performance Target	Penalties
			conformances will result in termination of contract
Environmental Contraventions	Environmental standards are regularly monitored, reviewed and maintained in accordance with all legal and regulatory requirements Number of notices issued.	0	• No non-compliances will be tolerated. • Immediate termination of contract for any non-compliance
Emergency call-outs Response Time	Emergency call-outs (from the Contractor's receipt of an official request, to his attendance on Site / Affected Property)	• Within twenty five (25) km radius from the Employer's office shall not exceed one (1) hour • Within fifty (50) km radius from the Employer's office shall not exceed Two (2) hours • Further than fifty (50) km radius from the Employer's office shall not exceed Six (6) hours	• 5 % of the specified invoice, amount payable the following month
	Normal break-down calls (from the Contractor's receipt of an official request, to his attendance on Site / Affected Property)	• Within twenty five (25) km radius from the Employer's office shall not exceed Two (2) hour	• 5 % of the specified invoice, amount payable the following month

Key Performance Area	Key Performance Indicator	Key Performance Target	Penalties
		• Within fifty (50) km radius from the Employer's office shall not exceed four (4) hours • Further than fifty (50) km radius from the Employer's office shall not exceed Six (6) hours	
Downtime of equipment	Allowed downtimes for the equipment on / in the *Site / Affected Property*	• Minor failures / problems, (such as external repairs not requiring stripping or replacement of components readily available) shall not exceed normal breakdown plus one (1) hour • Major failures / problems, mechanical failures, requiring stripping	• 5 % of the specified invoice, amount payable the following month

Key Performance Area	Key Performance Indicator	Key Performance Target	Penalties
		and rebuilding or machining will not exceed five (5) days. • Repairs to any water leaks will not exceed one (1) day.	
Sub-Contracting	Allowed sub-contracting	• Sub-contracted minimum CIDB grade 1 CE/EB, BBBEE level 2 • Minimum sub-contracting of 10% and maximum of 25%	• (Sub-contracting agreed) % of the specified invoice, amount payable the following month • 3 consecutive non-conformances will result in termination of contract

Table 1: Performance Indicators

4.2. Management meetings

4.2.1. The Contractor or its duly authorised representative on the Site/Affected Property shall be required to attend monthly (as needed) Maintenance Co-ordination/Risk Reduction meetings with the Employer or his delegate at the Site/Affected Property to discuss the provision of Services, and the Contractor warrants that any representative who attends such Maintenance Co-ordination/Risk Reduction meetings on its behalf shall be duly authorised to do and to bind the Contractor vis-a-vis all decisions taken and agreements reached. Minutes and records of such Maintenance Co-ordination/Risk Reduction meetings shall be the responsibility of the Employer. Minutes will be made available to the Contractor within seven (7) working days.

4.2.2. The Contractor must present a monthly written report on the Services rendered by it, in respect of the Site/Affected Property. Unless the Employer prescribes otherwise, this report shall include the following:

4.2.2.1. Name, address and telephone number of the Contractor.
4.2.2.2. Date of report and reporting period.
4.2.2.3. Detail on the results of each examination, including any faults analysis, modification, replacement and repair work, adjustment and test carried out.
4.2.2.4. Results of tests on safety devices.
4.2.2.5. Incidents/events.
4.2.2.6. Problems, including administrative problems with the Employer experienced during reporting period.
4.2.2.7. Any factors that affect, or may affect, the safety of the Site / Affected Property or Installation, people and equipment.

4.2.3. The Employer may request supplementary and interim written reports from the Contractor.

4.2.4. The Contractor shall provide on request of the Employer, computer generated reports detailing a history of call-outs, repairs and breakdown repairs etc.

4.3. *Contractor*'s Management, Supervision and Key People

4.3.1. The Contractor shall appoint on the Site / Affected Property a "competent" person in charge. Any instruction to him / her by the Employer shall be deemed to have been issued to the Contractor. Whenever the representative (supervisor) is absent from the Site / Affected Property a suitable person shall be appointed to act as his / her deputy.

4.3.2. The Contractor shall ensure that at all times there is sufficient suitably qualified and experienced personal to provide the Service. The Service covered in this Contract must be executed under direct supervision of a qualified technician who is registered in accordance with the relevant statutory regulations where applicable.

4.3.3. The Contractor shall ensure that maintenance work of a technical nature shall be performed by "Competent" persons as defined in the Occupational Health and Safety Act who are qualified artisans experienced and skilled in maintaining equipment similar to that which is to be maintained.

4.3.4. All employees provided by the Contractor in terms of this Contract shall at all times be neat and properly clothed to the satisfaction of the Employer, the Employer reserves the right to request such employees to wear a uniform or overall, of a type, cut and design approved by the Employer and purchased by the Contractor. Employees must be identifiable as employees of the Contractor by means of their uniforms:

4.3.4.1. The Contractor, or any agent or employee of his, must wear protective clothing where necessary. The Contractor must supply the relevant protective clothing at his own cost and included in the pricing of the Service.

4.3.5. Personal hygiene must be maintained by the Contractor's employees and agents at all times.

4.3.6. The Contractor and its employees will maintain silence within reasonable bounds on the Site / Affected Property.

4.3.7. The salaries or wages paid by the Contractor to his employees must at all times comply with the applicable statutory requirements in respect of minimum wages.

4.3.8. All training and evaluation costs as provided for in terms of this Contract shall be borne by the Contractor.

4.3.9. It is the intention of both Parties that employees provided in terms hereof shall, as far as practically possible, not fail to carry out their duties as a result of any form of intimidation. Should intimidation of employees be suspected, the Contractor shall take prompt action in conjunction with the South African Police Service to remedy the situation.

4.3.9.1. Such action shall, if deemed necessary by the Employer, include immediate replacement of the employees involved.

4.3.9.2. The Contractor shall forthwith notify the Service Manager of any form of intimidation its employees may be subjected to.

4.3.10. Should the Employer at any time during the term of this Contract make any facility available to the Contractor, the Contractor shall, at its own cost maintain and keep such facility during the term of this Contract in a clean, tidy and sanitary condition and shall at the termination of this Contract for whatsoever reason, reinstate any such facility to the same condition in which it was when handed to the Contractor, fair wear and tear excepted. The Contractor will be liable for all electricity cost.

4.3.11. The Contractor shall make his own arrangements in respect of the installation and provision of telephones at the Site / Affected Property at his own cost, should the Contractor deem it necessary.

4.3.12. The employees of the Contractor may only use toilet facilities that have been pointed out to them.

4.3.13. The employees of the Contractor may use rest-room facilities that have been pointed out to the Contractor (if available). However, it is not the duty of the Employer to make such rest-room facilities available.

4.3.14. The Contractor shall further ensure that all workmen are fully aware of the conditions and requirements of this Contract and shall furnish all workmen with copies of all relevant Standard Specifications and Regulations.

4.3.15. If the Employer requires any information regarding any of the employees of the Contractor who are involved in the rendering of the Service in terms of this Contract, the Contractor will furnish such available information immediately.

4.4. Deliverables

4.4.1. The service contractors shall submit the following reports, attached to all invoices:

4.4.1.1. Report on services delivered/performed;
4.4.1.2. Service delivered performance;
4.4.1.3. Chemicals used;
4.4.1.4. Completed checklist where applicable;
4.4.1.5. Ad hoc services requested where applicable;
4.4.1.6. Any and all staff and labour issues that can affect service delivery to Transnet;
4.4.1.7. Incident report summary as compiled. All incidents shall be reported as soon as they occur and a flash/notice report generated within the same shift. A detailed investigative report with corrective and preventative detail shall be submitted within 48 hours from the occurrence of the incident.

4.5. Documentation Control

4.5.1. The Employer will provide the Contractor at the appropriate times with the Technical Information necessary to enable the Contractor to complete the Services in accordance with the Accepted Plan and schedules. All Technical Information shall be and remains the property of the Employer and on demand and on termination of the Contract shall be returned to the Employer.

4.5.2. During the progress of the Services/Task and prior to their completion, the Contractor will submit to the Employer any Documentation as requiring submission to the Employer prior to completion of the Contract/Task.

4.5.3. If it is agreed between the Employer and the Contractor that modifications to any such Documentation are necessary, then such modifications shall be

incorporated in the relevant Documentation by the Contractor and the Documentation, thus modified will be re-submitted to the Employer prior to the completion of the Contract/Task.

4.5.4. Where applicable, the Documentation to be supplied to the Employer in terms of this Contract will include updated copies of the Documentation, duly modified where necessary to cover the Contractor's Services.

4.5.5. The Employer may from time to time during the progress of the Contract instruct the Contractor to submit for approval, perusal or prior to the completion of the Contract/Task such additional Documentation as the Employer may require.

4.5.6. The times for submission of the Documentation shall be as stipulated in the Scope of Works or where not so stipulated, then on dates to be mutually agreed between the Employer and the Contractor, but generally as soon as possible after such Documentation is completed by the Contractor.

4.5.7. The Contractor will maintain an up-to-date schedule of all Documentation showing the date of all such Documentation, which schedule shall be supplied to the Employer by the Contractor at agreed intervals.

4.5.8. The Employer will have the right at all reasonable times to inspect the Documentation of the Contractor or any Sub-contractor.

4.5.9. All Documentation shall become and remain the property of the Employer. Title to all information, know how, inventions and improvements disclosed to the Employer by the Contractor under the Contract will become the property of the Employer.

4.5.10. Approval given by the Employer shall not relieve the Contractor from responsibility for due performance of this Contract and adherence to Technical Information provided by the Employer. The Contractor shall protect and save harmless the Employer and Employer's employees against all losses, expenses, demands, errors or omissions, including faulty design and / or detailing of the Contractor, its sub-contractors, agents or employees in the provision of any Documentation under the terms of the Contract. To this end, it shall be the Contractor's responsibility to arrange professional indemnity cover through an insurance company acceptable to the Employer, the limits of such cover to be determined by the Employer in relation to the Service.

4.5.11. The Contractor shall inform the Employer in writing prior to carrying out of any modification to the existing Installation by the Contractor, even if this modification may benefit the Installation or if the cost of this modification is for the Contractor's account.

4.5.12. The Contractor shall inform the Employer of all improvements or revisions related to the Installation. These notifications shall take the form of technical notices or sales releases under a covering letter from the Contractor.

4.5.13. The Contractor shall on a monthly basis provide the Employer with all records related to this Contract/Service.

4.5.14. The Contractor shall provide maintenance site registers located in the plant rooms and maintain accurate records of all service procedures, site visits, stoppages, breakdowns, planned repairs and safety related equipment operational tests and checks.

4.6. Invoicing and Payment

4.6.1. When making a claim for payment, the Contractor shall submit to the Service Manager or appointed Employer representative a complete and correct pro-forma invoice with all relevant service reports / sheets, log sheets, invoices, time sheets for any authorised additional work, schedules and reports properly complete setting out details of Services / Tasks carried out and recommendations for any additional work required to enhance and maintain the performance and reliability of the Installation for scrutiny and verification of the correctness. Thereafter, inspections will be carried out by the Service Manager or appointed Employer representative, to affect quality assurance. If the Service has been completed to his satisfaction, only upon agreement being reached on the amount to be included in the payment certificate shall the Contractor provide the Employer with a VAT invoice.

4.6.2. The following information shall be reflected on the pro-forma invoices and or VAT invoices:

4.6.2.1. Full description of Service / Task performed. (In respect of emergency call-outs, the time and date and name of the person who called the Contractor must be indicated).

4.6.2.2. Detailed list of materials / spare parts used showing unit prices, Contractor's mark-up, and sub-total.

4.6.2.3. Copies of all applicable invoices with the applicable Installation inventory number (invoices without order numbers will not be processed for payment).

4.6.2.4. V.A.T.

4.6.2.5. Grand Total.

4.6.3. Supporting documentation must be furnished in respect of all materials / spare parts and sub-contract service bought out in the form of copies of supplier/s invoices or copies of priced delivery notes. Notwithstanding the foregoing, the Service Manager or appointed Employer representative shall have the right to call for invoices rendered by suppliers to the Contractor in respect of spares and materials purchased for repairs and service to Installations and shall be entitled to withhold the issuing of the payment certificate to the Contractor until such information / documentation have been furnished to the Employer, provided that, in respect of additional documentation required by the Employer, the Employer's instruction shall have been given to the Contractor in sufficient time before any such payments certificate became due. This must include date stamped before

and after photos of the work conducted. Photos to be taken using a digital camera with a minimum of 12 Mega pixels resolution as well as the signed off job card by client / tenant.

4.6.4. No payment for the labour portion of this contract will be considered without supporting documentation verifying the activity schedule execution against the approved maintenance plan for the applicable period.

4.6.5. Payment will be made thirty (30) days from the date of receipt of the Contractor's signed invoice and credit notes.

4.6.6. In the event that any emergency service / work / task order or overtime is provided at the Employers request and subsequent inspection does not reveal any defect for which the Contractor is responsible the Contractor reserves the right to charge the Employer, in accordance with the agreed day work rates plus all travelling.

4.7. Training Workshops and Technology Transfer

4.7.1. All training and evaluation costs as provided for in terms of this Contract shall be borne by the Contractor.

4.8. Design and Supply of Equipment

4.8.1. The Contractor ensures that the design is fit for the purpose intended. As far as applicable to maintenance and operations, the design will be in accordance with the mutually agreed specifications.

4.9. Things Provided at the End of the Service Period for the Employer's Use

4.9.1. Equipment

4.9.1.1. The inventory materials and spares that were purchased by the Employer during the tenure of the contract should be returned provided the contractor still holds some in stock.

4.9.2. Information

4.9.2.1. The drawings/diagrams will remain in the sole custody of the Employer. Two copies thereof will be furnished to the Contractor free of cost, but any further copies shall be paid for by the Contractor. The Contractor shall give reasonable notice in writing to the Service Manager of any further drawing/diagrams or specification that may be required for the execution of the Service.

4.9.2.2. The Employer will provide the Contractor at the appropriate times with the Technical Information necessary to enable the Contractor to complete the Services in accordance with the Accepted Plan and schedules. All Technical Information shall be and remains the property of the Employer and on demand and on termination of the Contract shall be returned to the Employer.

4.10. Management of Work Done by Task Order

4.10.1. The Contractor shall in the event of **ad hoc or minor new work** become necessary, submit a minimum of two (2) quotations (dependant on the nature of works) for such work to the Service Manager and obtain approval from the Employer's designated person or *Service Manager* before attending to the work.

4.10.2. Quotations must be submitted to the Employer's designated person or Service Manager two (2) days from the day requested.

4.10.3. No work will be done by the Contractor without a Task Order issued to the Contractor by the Service Manager or Employer's designated person. This Task Order will refer to a complaint number and details regarding the work that must be attended to by the Contractor in writing.

4.10.4. Should the Contractor in the course of performance of the Service become aware of the necessity for any emergency repair, such emergency will forthwith be reported to the Service Manager or any Employer's designated person for further instructions, provided that nothing herein contained will preclude the Contractor or relieve the Contractor from the obligation of taking all such immediate and reasonable steps as may in the circumstances be necessary for the proper maintenance and upkeep of the Installations and the safety of the user(s).

4.10.5. The Contractor shall at all times, follow and implement the specified and mandatory safety procedures.

4.10.6. The Contractor will not be entitled to preferential consideration in respect of new work in or the site/ Affected Property or installation. The Employer reserves the right to employ other contractors on an open tender basis where maintenance or new works are done on a project basis and not be a Term Service Contract.

4.10.7. The Employer reserves the right to execute any maintenance or repair work covered under this Contract with his own employees.

4.10.8. Where the Price (material or labour, or material and labour) is not stipulated in the Price List/Labour Rates or is not of a similar nature the cost will be based on a fixed labour price as per Price List / Labour Rates (during normal working hours) plus material content (excluding that in the Equipment clause) based on proven cost (Supplier/s quotations with deductions for all discounts, rebates and taxes which can be recovered) plus an agreed percentage mark-ups.

4.10.9. The Contractor must provide his job cards specifying detail of repairs, this Task Order (official order number(s)) and breakdown of cost into labour (for work done after normal working hours) and material (for non-Activity Schedule work) and signed-off by the Service Manager or Employer's designated person. In addition to the original completed job card submitted with his account / invoice, the Contractor must submit a copy of the job card to the Service Manager for audit purposes and retain a third copy for his official records. The Contractor shall also conduct and submit a Root Cause Analysis within 48 hours of completing the activity.

4.10.10. Upon completion of the works, the supplier must attach Work Requests and signed –off invoice/payment certificate.

5 Safety Risk Management

5.1. Health, Safety and Environmental Standards

The Contractor must, for the duration of this Contract, comply with the terms of any Act of Parliament and with the regulations and rules of any local or other authority with regard to the Service, Health and Safety Standard. The *Contractor* must also comply with the requirements of the Transnet Health and Safety Specification.

The contractor must at all times notify such an authority when notice is required and pay all fees to the authority that are payable with regard to the service. The Contractor undertakes to indemnify the Employer against all losses, costs, damage or expenses caused by the Contractor's failure to comply with the requirements of any such local legislation or Act of Parliament, regulations and rules. Should such fees not be paid by the Contractor, the Employer may, although it is not obliged to do so, directly make the payment. Such payment and any expenses incurred by directly making the payment and arrangements with regard thereto shall be deducted from the payment due to the Contractor, or it shall be recovered from him.

5.2. Contractor's General Requirements for Health, Safety and Environmental

The *Contractor* is solely responsible for carrying out the work under the Contract having the highest regard for the health and safety of its employees, the *Employer's* employees, and persons at or in the vicinity of the Site, the *Works*, Temporary work, Materials, the property of third parties and any purpose relating to the *Contractor* carrying out its obligations under this Contract.

The *Contractor* must initiate and maintain safety precautions and programs to conform to all applicable Health and Safety laws or other requirements, including requirements of any applicable government instrumentality and client corporate, business unit and site requirements. The *Contractor* must, at its own cost, erect and maintain safeguards for the protection of workers and the public. The *Contractor* must manage all reasonably foreseeable hazards created by performance of the work.

The *Contractor* must:

- Provide all things and take all measures necessary for maintaining proper personal hygiene, ensuring safety of persons and property, and protecting the environment at or near the Site.
- Avoid unnecessary interference with the passage of people and property at or near the Site.
- Prevent nuisance and excessive noises and unreasonable disturbances in performing the Services.
- Be responsible for the adequacy, stability, and safety of all of its site operations, of all its methods of design, construction and work and be responsible for all of the work, irrespective of any acceptance, recommendation or consent by the *Employer*, its subcontractors, employees, agents and invitees, or any Government Body.
- Costs for the above are borne by the *Contractor*.

The *Contractor* must comply and is responsible for ensuring that all of its Sub-contractors comply with the relevant legislation(s) and statutory regulations for health and safety and the *Employer's* Health and Safety requirements included in the Contract .

5.3. Contractor's Health and Safety Management Plan

The *Contractor* must prepare, implement, and maintain a project-specific Health and Safety Management Plan. The plan must be based on the requirements set out in the Transnet Health and Safety specification as well as all applicable legislations. It must cover all activities that will be carried out on the project site(s), from mobilisation and set-up through to rehabilitation and decommissioning.

The plan must demonstrate the *Contractor's* commitment to health and safety and must, as a minimum, include the following:

- A copy of the *Contractor's* Health and Safety Policy; in terms of the OHS Act section 7
- Procedures concerning Hazard Identification and Risk Assessment, including both Baseline and Task-Based Risk Assessments
- Arrangements concerning the identification of applicable Legal and Other Requirements, measures to ensure compliance with these requirements, and measures to ensure that this information is accessible to relevant personnel

- Details concerning Health and Safety Objectives – a process must be in place for setting objectives (and developing associated action plans) to drive continual improvement
- Details concerning Resources, Accountabilities and Responsibilities: this includes the assignment of specific health and safety responsibilities to individuals in accordance with legal or project requirements, including the appointment of a Project Manager, Health and Safety Officers, Supervisors, Health and Safety Representatives, Fire Fighters and First Aiders
- Details concerning Competence, Training and Awareness: a system must be in place to ensure that each employee is suitably trained and competent, and procedures must be in place for identifying training needs and providing the necessary training
- Communication, Participation and Consultation arrangements concerning health and safety, including Safety Observations and Coaching, Toolbox Talks, Daily Safe Task Instructions, project health and safety meetings, and notice boards
- Documentation and Document Control – project-specific documentation required for the effective management of health and safety on the project must be developed and maintained, and processes must be in place for the control of these documents
- Processes and procedures for maintaining Operational Control, including rules and requirements (typically contained in Safe Work Procedures) for effectively managing health and safety risks, particularly critical risks associated with working at heights, confined spaces, mobile equipment, and light vehicles, lifting operations, hazardous chemical substances, etc.
- Emergency Preparedness and Response procedures
- Management of Change: a process must be in place to ensure that health and safety risks are considered before changes are implemented
- Sub-contractor Alignment procedures: a process must be in place for the assessment of sub-contractors and suppliers with regards to health and safety requirements and performance (before any contract or purchase order is awarded)
- Measuring and Monitoring plans, including a plan for the measuring and monitoring of employee exposure to hazardous substances or agents (e.g. noise, dust, etc.) in order to determine the effectiveness of control measures

- Incident Reporting and Investigation procedures describing the protocols to be followed with regard to incident reporting, recording, investigation, and analysis,
- Non-conformance and Action Management procedures concerning the management of corrective actions
- Performance Assessment and Auditing procedures concerning health and safety performance reporting, monthly internal audits to assess compliance with the project health and safety requirements, and daily site health and safety inspections, and
- Details concerning the Management Review process followed to assess the effectiveness of health and safety management efforts.

5.4. Site Supervision

The *Contractor* shall comply with OH&S Act – Section 8, 9, 13 and 16 and the Construction Regulations 2014.

The *Contractor* must nominate and appoint a responsible person on site to whom the *Project Manager* may refer in connection with the *Works*. Persons are nominated for all shifts worked or whilst any activity relating to the Contract is being performed on site and must have the authority to bind the *Contractor* with respect to the Contract. (OH&S Act - 16 Sections (2)).

The *Contractor* must ensure that the performance of all specified *Works* is supervised throughout by a sufficient number of qualified and competent appointed representatives of the Contractor, who have experience in the type of work specified. (OH&S Act – Construction Reg. 8 (1) and 8 (2.)

Note: No work may commence and or continue without supervisory Appointees present on site. The *Contractor's* Site Supervisor must be equipped with a mobile telephone with message or an equivalent communication device so that communication throughout the Contract can be maintained at all times. The *Contractor's* Site Supervisor must provide a list of names and contact telephone numbers of all *Contractors* and Sub-Contractor's contact persons on Site. This list is updated as a new *Contractor* or Sub-Contractor employee commences on Site.

The *Contractor's* Site Supervisor must keep a record of all employees, including date of induction, relevant skills and licences, and be able to produce this list at the request of the *Supervisor*.

The *Contractor's* Site Supervisor must complete manning sheets describing the day's activities, labour numbers and classifications and issue these to the Project Manager on a daily basis.

The *Project Manager's* Site Safety Representative is notified of any new starter with evidence of induction and site-specific induction prior to commencement of work.

5.5. Contractor's Safety Officer

The *Contractor* must appoint a full-time Health and Safety Officer for the duration of the contract that is registered with the SACPCMP (The South African Council for Project Construction Management Professions). The Health and Safety Officer must be on site when work commences at the start of the day and must remain on site until all activities for that day (including the activities of sub-contractors) have been completed. A Health and Safety Officer must be present during all shifts, so if work is carried out over more than one shift per day, the Contractor must make provision for an additional Health and Safety Officer.

Each *Contractor's* Health and Safety Officer shall be responsible for:

- Reviewing all applicable legal and project health and safety requirements and providing guidance to Contractor and sub-contractor personnel (particularly the Contractor's Project Manager) to help ensure compliance at all times
- Assisting with the implementation of effective hazard identification and risk management processes for all work to be carried out by the *Contractor*
- Participating in the Baseline Risk Assessment for the *Contractor's* scope of work (prior to site establishment) and ensuring that identified control measures are implemented
- Participating in all Task-Based Risk Assessments conducted for the work to be carried out by the *Contractor* and ensuring that identified control measures are implemented
- Conducting *Contractor's* health and safety induction training for all *Contractors* and sub-contractors' personnel
- Compiling and maintaining all health and safety related documents and records required of the *Contractor*

- Communicating relevant health and safety information to *Contractor* and sub-contractor personnel (e.g., incidents and lessons learnt, leading practices, hazards, risks, and control measures, etc.)
- Carrying out Safety Observations and Coaching (one per day)
- Evaluating (on a daily basis) the content of the Daily Safe Task Instructions (DSTI's) conducted by the *Contractor's* appointed supervisors, and attending at least one DSTI each day
- Assisting with the implementation of the *Contractor's* Health and Safety Management Plan and associated Safe Work Procedures,
- Carrying out Planned Task Observations on an ad hoc basis
- Assisting with the implementation, testing and maintenance of an effective Emergency Response Plan for all Contractor and sub-contractor activities
- Responding to workplace incidents (as appropriate)
- Participating in incident investigations
- Maintaining accurate health and safety statistics (for the *Contractor* and all sub-contractors), and compiling health and safety performance reports as required
- Auditing the health and safety management system and workplace activities of the *Contractor* and each sub-contractor on a monthly basis to assess compliance with the project health and safety requirements, and
- Tracking and reporting on the implementation of corrective actions (arising from incident investigations, audits, inspections, etc.).
- The *Contractor* must ensure that they have made adequate provision of safety officers as per the works information works packages i.e. (construction of mechanical and electrical works) Health and Safety Officer is adequately equipped to enable him to perform his duties effectively. Before placing a Health and Safety Officer on the project site(s), the *Contractor* must forward a copy of the person's CV to the nominated project management representative or to the Programme Health and Safety Manager for review and acceptance. A proposed candidate may be rejected should he not meet the experience and/or qualification requirements, or due to poor work performance on previous projects.

5.6. Involvement, Communication and Motivation

The Contractor and subcontractor's workforce must, through their supervision, safety notice boards, toolbox meetings and daily pre-start meetings be kept aware of safety related matters.

a) Safety Meetings

The *Contractor* must implement and comply with OH&S Act, Section 19

The *Contractor* must conduct weekly safety meetings with his employees to foster safety awareness. Copies of minutes and action items arising from such Toolbox meetings is submitted or otherwise made available for review by the *Project Manager* or the *Project Manager's* nominated Representative.

Such meetings should at least address:

- Accident / safety incidents
- Hazardous conditions
- Hazardous materials / substances
- Work procedures
- Protective clothing / equipment
- Housekeeping
- General safety topics
- Job or work look-ahead issues
- Safety statistics
- Significant Safety Occurrences (SSO)

The *Contractor* must conduct at least one formal safety meeting per month and must maintain appropriate records of attendance and meeting content. Such records are made available to the *Project Manager's* Representative. In addition to Daily Safe Task Instructions, the *Contractor* must conduct at least weekly "toolbox" meetings to discuss safety issues and procedures.

b) Pre-Start Safety Briefings

The *Contractor* must hold documented Daily Safe Task Instructions with each work team before the start of each shift. Attendance records and brief topic notes is kept for auditing and record purposes.

c) Safety Review Meetings

The *Contractor* `*s* Site Manager and a Site Safety Representative must take part in weekly safety review meetings between the *Contractor* and the *Project Manager* or the *Project Manager's* nominated Representative. The *Contractor* must attend all project safety meetings as outlined in the Project Safety Management Plan.

d) Site Safety Review Committee

The *Contractor* complies with the requirements of the SSRC with respect to his own activities and others on the Site and Working Areas.

e) Lines of Communication

The following personnel act on behalf of the *Project Manager* and may communicate directly with the *Contractor* and his key persons with respect to the Safety Management Plan:

- Construction Manager (CM)

5.7 Roles and responsibilities

The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to the SMP and health and safety issues are as stated in the paragraphs following:

a) Construction Manager

The CM is responsible (in the context of the Safety Management Plan only) for health and safety on the Site and Working Areas and reports to the *Project Manager*.

The CM specific tasks (in the context of the Safety Management Plan only) are:

- Implement the safety management system
- Monitor compliance to the established safety management system
- Ensure risk is at an acceptable level
- Ensure Consultant Construction Management Team are competent
- Provide for: Planning, organisation, leadership, and control
- Supervision and control on each shift
- Regular monitoring and assessment
- Workplace inspections

b) Project Site Safety Manager

The Project Site Safety Manager is responsible for ensuring that the Contractor complies with the Safety Management Plan. Also on behalf of the Project Manager.

The Project Site Safety Manager specific tasks (in the context of the Safety Management Plan) are:

- Safety program (instructions, training, meetings, inspections, incentive)
- Health and medical program

- Checks that Contractors have issued their Health and Safety plans and procedures before the beginning of work
- Promotes communication on all health and safety matters (awards, incentives, meeting/inspections/audits reports)
- Checks conformance of equipment to technical requirements and regulations.
- Issues and address the site Environmental, Health and Safety activities reports
- Promotes everybody's best efforts to keep accident frequency and severity ratios at their lowest level
- Promotes a proper and continuous housekeeping of plant and temporary facilities in order to create the most suitable conditions for workers to wok and to be encouraged to follow Environmental, Health and Safety requirements.
- Conducts worksite Environmental Health and Safety walks with the Contractor, and directs appropriate corrective actions
- Monitors that all factors likely to improve health and safety are taken into consideration, particularly those which lead to:
  - Promoting personnel protection as an absolute requisite
  - Investigating, identifying, and neutralising potential hazards
  - Close coordination with all parties involved in construction in order to avoid overcrowded areas and dangerous operations.
  - Close contacts to local Environmental Health and Safety authorities
  - Continuous follow-up in order to correct immediately unsafe acts and situations.
- In case of accident, he/she takes actions necessary to:
  - Initiate quick interventions of the emergency means.
  - Check that first aid and evacuation of injured persons are properly carried out.
  - Obtain a clear accident report from the sub-contractor concerned.
  - Report immediately to the Construction Manager.
  - Investigate to identify the root causes of all incidents and near misses.

5.8. Commissioning Safety Study

The *Project manager*, through his Construction Management Team, will facilitate and coordinate a formal Commissioning Safety Study and ensure that required procedures are prepared prior to the commencement of the commissioning phase.

The Commissioning Safety Study will provide a final checkpoint for the completed work and is part of
the process for ensuring that all necessary actions have been completed. The elements to be
considered include:

- Mechanical and electrical integrity systems are in place (e.g. equipment tests and inspections of critical equipment, quality control procedures, etc.) which will confirm that construction, equipment and materials are in accordance with design specifications
- Formal hazard analyses for pre-commissioning and commissioning activities have been completed, appropriately documented and communicated, and are available to all personnel.
- Punch-list work has been sufficiently completed so that installations are safe to apply hazardous energy.
- Documentation relevant to any modifications has been created/updated.
- Safe operating, maintenance and emergency procedures are in place.
- Operating and maintenance manuals are available and training of commissioning employees has been completed.
- As Built drawings are available.
- A Commissioning Permit (to apply hazardous energy) is developed and implemented.

The *Project Manager* will ensure that after commissioning there is a formal documented hand over to operations and maintenance personnel and others who will be impacted by hazards that have been identified during project activities. This will involve communication of any changes to the process hazards, procedures and operating philosophy. Safe systems of work will be established and updated throughout the Project. Safe systems of work will be subject to on-going review to ensure their effectiveness. Site-wide Permits to Work will be used as the basis of safe systems of work for specified hazardous activities.

6 Procurement

6.1. Plant and Materials

6.1.1. The Employer reserves the right to obtain his own supplier/s quotations for the same (quality, standard etc. included) material used by the Contractor.

The Contractor shall take into account lowest price quotation and availability plus a fee for costing the work.

6.1.2. The supply of Plant and Material not covered in this Contract will be charged at nett cost plus a Fee as recorded in this Contract.

6.1.3. The Contractor shall ensure that any and all material procured by the Contractor for this Contract, are obtained at least at rates that are available to the Employer for similar material. Should the Contractor obtain material at a premium and should the Employer be able to prove that the Contractor did not endeavour to minimise the higher rate/s, the Employer may select not to reimburse the Contractor for the portion of the price for which the Contractor paid a premium. A minimum of 3 competitive quotes shall be sourced by the Contractor for such material to be supplied.

6.1.4. The Employer may supply Plant and Material for the Service on a free issue basis which means that the Fee will not be applicable on these items. Should the Employer provide or make available any Plant and Material, the Contractor shall be responsible for proper and economical transport, storage and use thereof. The cost of any loss or damage to the Employer's plant and material other than through normal wear and tear, and any uneconomical use or loss of Plant and Material provided by the Employer, will be recovered from the Contractor.

6.1.5. Only Plant and Material of the best quality and approved by SANS and or satisfying the manufacturer's requirements are to be used in the execution of the Service and the Service is to be performed in a proper workmanlike manner to the full satisfaction of the Employer or any statutory institution.

6.1.6. Replacement parts, Plant and Materials used must meet the original manufacture's requirements. Only parts that are correctly designed, manufactured and suitable in all respects shall be used. Any alternative replacement needs to be approved by the Employer and conform to SANS specifications and must where possible carry an appropriate mark of approval.

6.1.7. The Contractor shall inform the Employer in writing with all documents and drawings at least forty-eight (48) hours prior to carrying out any modification to existing Installation/Equipment deemed necessary by the Contractor.

6.1.8. The Contractor shall provide and keep or have access to a national or international inventory of all wearing parts in respect of the Installation. The Employer reserves the right to inspect the spares inventory at any time during the term of this Contract.

6.1.9. No existing equipment, apparatus, appliance or parts of the Installation will be replaced, re-sited, refurbished or be declared redundant without the written consent of the Employer. Replaced or redundant parts remain the property of the Employer and shall be delivered to the Employer to be scrapped where after the Contractor will remove it unless otherwise decided by the Employer.

6.1.10. The Contractor shall inform the Employer at least one (1) week prior to commencing planned repairs, which may necessitate the Installation / Equipment being removed from service for periods exceeding two (2) hours.

6.1.11. Risk of loss of, or damage to any goods supplied shall remain with the Contractor until such goods supplied have been installed by the Contractor, approved and taken over by the Service Manager.

6.1.12. The Contractor undertakes to renew the guarantees of any item in whole or in part which may become defective or faulty during the guarantee period and extend the guarantee for a further term related to the original guarantee. Any such item shall be repaired, replaced or re-instated by the Contractor free of charge to the Employer. Should any item forming part of the Installation, and which has been repaired, overhauled, refurbished, serviced or worked on by the Contractor in terms of this Contract, become defective or faulty, during guarantee period (a reasonable time) such items shall be repaired, replaced or re-instated by the Contractor free of charge.

6.1.13. No Plant, Material and Equipment shall be shipped or delivered to Site/Affected Property until permission has been obtained by the Contractor from the Employer that these may be delivered. The Contractor shall be responsible for the reception at the Site/Affected Property of all plant and Contractor's equipment delivered for the purpose of this Contract.

6.1.14. Except where specifically stated otherwise, the transport to, off-loading, positioning, stacking and storing on the Site/Affected Property of all plant, material, machinery etc. used in connection with the Works by the Contractor shall be the responsibility of the Contractor, including all necessary supervision, labour and equipment for this purpose, and the cost thereof shall be included in the bill of activity schedules.

6.1.15. All Plant and Material stored on Site/Affected Property must be suitably protected and secured against deterioration through any cause whatsoever, including damage or loss by theft or otherwise. The Contractor shall remain fully responsible for all material and plant etc. until the completed Works are handed over to, or have been officially accepted by the Employer.

6.1.16. The Contractor shall cede to the Employer any suppliers or factory guarantees of repaired or replaced components and ensure that such

guarantees are not jeopardized in any way. All workmanship and repairs shall be guaranteed for twelve (12) months and so stated on all invoices (failure to do so will delay payment).

6.1.17. All plant, parts, machinery etc., removed from Site / Affected Property for repair purposes shall be signed for by the Contractor if it is removed from the Site. The appropriate receipt form (model number, serial number, part etc.) shall be in duplicate form and available for inspection at any time at either the Service Manager or called for from the Contractor.

6.1.18. The Contractor shall be responsible for the provisioning of all material, products, consumables (disposable materials, grease, oils, hacksaw blades, insulation tape required, cleaning materials etc.), replacement of nuts, bolts, washers, self-tapping screws etc. plus Equipment (including but not be limited to ladders, scaffolding or specialised tools) that might be needed in order to render an efficient Service at his own cost and included in the Price List / Rates.

6.1.19. The Employer reserves the right to take samples of any consumables and or material supplied by the Contractor for analysis if deemed necessary

6.2. Correction of defects

6.2.1. If the Employer decide that any work done by the Contractor or any subcontractor is defective or not in accordance with the Contract or does not fulfil the requirements of the Contract and as soon as reasonably practicable give to the Contractor notice in writing of such decision giving particulars of the alleged defect, the Contractor shall with all speed make good the defects so specified.

6.2.2. The cost of making good such defects shall form part of the Contract Bill of schedule, including where a defect is due to negligence or failure of the Contractor, his servants, agents or subcontractors, to exercise good faith or the standard or care which would normally be exercised by duly qualified persons engaged in the business of the Contractor.

6.2.3. Should the Contractor fail to fulfil any of its obligations in terms of this Contract or should such Service not be completed with due diligence and in a proper and workmanlike manner to the satisfaction of the Employer and should the Contractor fail to remedy such breach within the timeframe from the date of written notice from the Employer calling upon to do so, the Employer shall have the right without prejudice in terms of this Contract or at law, without further notice to the Contractor.

6.2.3.1. Appoint another person other than the Contractor to complete the Service in question and to recover from the Contractor all cost to

complete the work in question plus an administration costs of twenty-five (25) percent (%) of the price the other contractor charge the Employer to complete the Service, or

6.2.3.2. Cancel this Contract and recover from the Contractor any damages that it may suffer as a result of such cancellation and / or breach.

7 Working on Affected Property

7.1. Employer's site entry and security control, permits, and site regulations

7.1.1. The Contractor shall at all times ensure that its employees, agents, representatives, specialist-, subcontractors and suppliers:

7.1.1.1 Comply with all security measures and directives imposed by the Employer, or his delegate, tasked with managing the Services in or on the Site / Affected Property.

7.1.1.2 Keep the access gates / doors locked at all times. If any security problems are noticed, the Contractor shall immediately notify the Service Manager.

7.1.1.3 Shall in terms of this Scope of Work when on duty (unless the Employer should decide otherwise), wear an identity disc, tag or other device as agreed upon between the Parties. For the purposes of this Scope of Work, an identity disc, tag or other device prescribed by the Employer shall at least contain the following information in respect of the Contractor's personnel:

7.1.1.3.1 a colour photograph of the relevant member
7.1.1.3.2 full names and surname
7.1.1.3.3 identity number

7.1.2. The identity disc shall at all times be visibly displayed on the employee's person while he/she is on the Site / Affected Property. The necessary control must be exercised over such identity discs to prevent them from falling into unauthorised hands. The Contractor will be liable for the replacement cost of lost identity disc.

7.1.3. All employees of the Contractor will be subject to the requirements set out in section 2(2) of the Control of Access to Public Premises and Vehicles Act, 53 of 1985.

7.1.4. A list of names of employees that will be working on the Site / Affected Property during a given time must be made available to the Service Manager. Should any exchange of personnel take place, the Service

Manager must be informed accordingly in writing. Unidentified employees, and employees whose names do not appear on the list, will not be allowed to enter the Site / Affected Property.

7.1.5. Employees of the Contractor may not walk about without any purpose on the Site / Affected Property and may not use chairs and seats in public areas for purposes of relaxation.

7.1.6. Employees of the Contractor have, subject to the terms of this Scope of Work, admission to all areas to perform their duties subject to approval by the Employer / Tenant. If a service does not have to be performed at a specific stage in a specific area, no admission is permitted. The Contractor must make provision in his costing for access delays in security areas.

7.1.7. Any disruptions which are deemed to be beyond the Contractor's control and which result in the Contractor's workmen having to leave the Site / Affected Property shall be logged in the applicable report book.

7.1.8. Within seven (7) days of the Contract Date and before such employee enters the Site / Affected Property to perform the Service, the Contractor shall furnish the Service Manager with the full names, identity numbers, residential addresses, two recent passport photographs and such other items of information as may be required by Service Manager, in respect of all persons who will be employed by the Contractor to undertake work at the Site / Affected Property in terms of this Contract.

7.2. People restrictions, hours of work, conduct and records

7.2.1. Service operations will be performed during Transnet "Office hours only". The times are Monday to Friday from 07h30 to 16h00 excluding public holidays. Service operating hours outside of these must be explicitly arranged by the Transnet authorised representative. Contractor personnel shall, however, be on standby 24/7.

7.2.2. The Contractor shall at all-time render service that enhance and maintain at minimum the corporate image of Transnet Property.

7.2.3. The Contractor shall at all-time render service that is in line with Transnet Property's values and ethos.

7.2.4. The Contractor must exercise the highest possible standards of conduct in performing their duties in accordance with this Agreement.

7.2.5. The Contractor shall, upon receipt of written request from Transnet Property, provide Transnet Property with copies of all the Service Provider's operating procedures and processes relating to the Services.

7.2.6. The Contractor is responsible for overall management and supervision of the contracted staff performing duties at the Premises in accordance with the provisions of this Agreement.

7.2.7. The Contractor must ensure that a competent site manager is appointed as required ensuring deliverables and quality of service delivery.

7.2.8. The Contractor shall immediately inform Transnet Property in writing if any contracted staff is found guilty of improper conduct.

7.2.9. It is expected from the contractor to ensure that all duties and tasks to be performed on site are adhered to.

7.2.10. The Contractor must exercise reasonable skill, care and diligence in the rendering of the services and the performance of its obligations to Transnet Property.

7.2.11. The Contractor shall provide written reports on progress made in the rendering of the Services to Transnet Property at such intervals and in such format as may be determined at the sole discretion of Transnet Property.

7.2.12. Transnet Property shall be entitled to request additional information pertaining to any matters or issues raised in or relevant matters or issues omitted from a progress report.

7.2.13. In the event of an unusual occurrence, the Contractor shall submit an Incident Report to Transnet authorise representative within twenty-four (24) hours.

7.2.14. Any and all reports prepared during the term of this contract shall become the property of Transnet Property.

7.2.15. Where services are deteriorating a service improvement plan can be requested on how services will be improved.

7.2.16. The Contractor shall ensure that all necessary equipment, services or material as required are kept in the condition as required by law, regulations and procedures and readily available for Transnet Property to inspect and test without prior notice.

7.2.17. The Contractor shall, in the provision of the Services, have due regard to the operational requirements of Transnet Property and the Premises and other parties occupying or operating from the Premises and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.

7.2.18. The Contractor shall ensure that it and its contracted staff and site manager shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the Premises

7.2.19. Should Transnet Property at any time believe that any of the Service Provider's personnel is failing to comply with any such procedures or policies, Transnet Property shall be entitled to deny such person access to the relevant Premises and require the Contractor to replace such person without delay.

7.2.20. Personnel Standards

7.2.20.1. Contractor staff must be:

7.2.20.1.1. able to communicate the official language of Transnet which is English;

7.2.20.1.2. physically fit to perform the tasked duties as required;
7.2.20.1.3. presentable, clean, neat and portray a professional image at all times whilst conducting their duties in a professional manner;

7.2.21. Contracted staff must at all times be alert, vigilant and professional in their approach, bearing and actions and the following deviations will be regarded as extremely serious and may be regarded as sufficient reason to ask the Contractor to remove a particular contracted staff(s) from the Premises permanently:

7.2.21.1. Absence without proper notification;
7.2.21.2. Accepting any gifts or bribes in the line of duty;
7.2.21.3. Conduct unbecoming of a contracted staff or prejudicial to discipline, either on or off duty;
7.2.21.4. Drinking intoxicating liquor or using intoxicating substances while on duty or reporting for duty in an intoxicated condition;
7.2.21.5. Enabling any person to secure stolen property from the Premises;
7.2.21.6. False reporting;
7.2.21.7. Negligence in the application of Transnet instructions, after being duly informed thereof;
7.2.21.8. Sleeping on duty or neglecting his/her duty;
7.2.21.9. Using or carrying a weapon;
7.2.21.10. Unnecessarily harsh or violent conduct or using profane language while performing his / her duties in accordance with this Agreement;
7.2.21.11. Wilful disobedience of instructions, orders of a superior or a reasonable request by Transnet Property;
7.2.21.12. Failing to report any security incident or safety hazard either observed by the contracted staff or brought to his/her attention by another person;
7.2.21.13. Failing to wear the prescribed clothing or identification when on duty.
7.2.21.14. Failing to present an acceptable image or an upright position, or to deal with any person in a respectful manner. This implies that a contracted staff shall not sit when he/she should be standing and shall not lounge about, smoke, eat, drink, read or occupy him/herself with any distracting activity while attending to any person in the performance of his / her duties.

7.2.22. Contractor staff may be subject to breathalyser testing by Transnet or Representative Contractors prior to the granting of permission onto its Site.

7.3. Health and safety facilities on the Affected Property

7.3.1. The Contractor undertakes to comply with the Employer's safety and emergency measures and procedures the Site / Affected Property.

7.3.2. The Contractor's procedures for the procurement, storage, handling, transporting, application and general use of chemicals shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities.

7.3.3. The Contractor shall not use or keep any poisonous or highly flammable materials on the Site / Affected Property without the approval of the Service Manager, for the rendering of the Service or for whatever purpose.

7.3.4. The obligation to take care of and protect the Service and everything connected therewith shall rest solely with the Contractor who shall take all necessary precautions to protect Others, the property of the Others, the property and personnel of the Employer from damage or injury, and to protect adjoining properties from trespass or damage during the Service.

7.3.5. The Contractor shall inform the Employer verbally and in writing and act immediately on any potentially hazard or undesirable situation which may cause harm to persons or which may damage or reduce the life expectancy of the Installation, even if the hazardous or undesirable situation does not form part of the Contractor's responsibilities.

7.3.6. The Contractor may not do or leave or permit anything on the Site / Affected Property that, in the opinion of Service Manager, might cause any damage to the property or that might be a nuisance or burden or danger or possible nuisance or burden or danger to any person on / in the Site / Affected Property.

7.3.7. The Contractor shall be obliged to display neat warning signs of which the size and design are of such a nature they are easily visible, at all places where the Services are undertaken by the Contractor, and where the rendering of the Services might cause injuries to any person, in order to focus the attention of such person on the Services that are undertaken in that area.

7.3.8. Special condition: It is hereby specially stipulated that, during the period of this Contract, the Contractor will be obliged to do everything that might be necessary and practically feasible in order to ensure that all signs, printing, notices or documents that are displayed on / in the Site / Affected Property, will appear in English plus at least one other official language.

7.4. Cooperating with and obtaining acceptance of Others

The Contractor's duty is to co-operate with Others as expressed under the service information. Where the Contractor's work may affect or interfere with the activities of the Employer or Others, it is important that interfaces in respect of

physical location and timing are agreed by all parties and shown on the contractor's plan.

7.5. Records of Contractor's Equipment

7.5.1. The Contractor shall have all their Tools and Special Equipment, necessary for the execution of the works, either on site or readily available at their premises and shall be recorded and certified.

7.5.2. The Contractor shall complete or generate an inventory lists of their equipment and update inventory lists systems on a continuing basis (equipment type and location).

7.6. Site services and facilities

7.6.1. Provided by the Contractor

7.6.1.1. The Contractor shall make his own arrangements in respect of the installation and provision of telephones at the Site/Affected Property at his own cost, should the Contractor deem it necessary.

7.7. Tests and inspections

7.7.1. The Employer or its duly appointed representative shall retain the right to witness and/or verify the performance of any Service by the Contractor at any time.

7.7.2. Independent inspections: the Employer shall have the right to authorize the inspection of individual equipment or the Installation using suitably qualified person at any time and the results of such inspections shall be promptly communicated in writing to the Contractor. Should any defects or remedial work be required in terms of this Contract, the Contractor shall expeditiously undertake it within a mutually agreed time period the corrective work. When the Contractor's work has been completed satisfactorily, the Employer or its duly appointed inspector shall be notified in writing. A further follow-up inspection by the Employer or its inspector may be conducted.

7.7.2.1. Should the follow-up inspection show that the work as agreed and undertaken by the Contractor has not been satisfactorily carried out; the procedure shall be repeated until the established standard of maintenance has been attained. The cost for the follow-up inspection shall be borne by the Contractor

7.7.2.2. Notwithstanding the Employer's rights in terms of this Contract, the Contractor shall refund the Employer its costs associated with the

reapplication where the Contractor has not completed work satisfactorily as agreed.

7.7.2.3. The independent inspections shall in no way limit the Contractor's responsibility with respect to any obligation or liabilities in terms of this Contract.

8 List of Drawings

8.1. Drawings issued by the Employer

8.1.1. Drawings means all the drawings / diagrams referred to in this Scope of Work provided by the *Employer* and furnished to the *Contractor*, or submitted by the *Contractor* and approved in writing by the *Employer*, any revisions of such drawings / diagrams and any such other drawings / diagrams as may from time to time be furnished or approved by the *Employer*.

8.1.2. The Employer shall permit the Contractor access to relevant drawings and records relating to the Service, where these are available.

8.1.3. The drawings / diagrams will remain in the sole custody of the Employer. Two copies thereof will be furnished to the Contractor free of cost, but any further copies shall be paid for by the Contractor. The Contractor shall give reasonable notice in writing to the Service Manager of any further drawing / diagrams or specification that may be required for the execution of the Service.

8.1.4. One copy of the drawings / diagrams furnished to the Contractor as aforesaid shall be kept by the Contractor on the Site / Affected Property, and shall at all reasonable times be available for inspection and use by the Employer or any other authorised person.

8.1.5. The Contractor shall timeously and carefully examine all drawings and shall immediately notify the Service Manager in writing of any error, inaccuracy, discrepancy or inconsistency detected by him, or raise an objection thereto in order that it may be rectified or decided upon without disruption or delays to the progress of the Service.

8.1.6. Where the design of an installation or part thereof is done by the Contractor or third party he shall, unless otherwise directed, submit electronic copies (Auto-Cad), of all plans or drawings of such installation to the Employer whose written approval must be obtained before the Service concerned is commenced.

8.1.7. The Contractor hereby grants to the Employer a non-exclusive license, in accordance with the provisions of section 22 of the Copyright Act, 1978 –

8.1.7.1. to copy any plan, diagram, drawing, specification, bill of quantities, design calculation or other similar document made by the *Contractor*, other than under the direction or control of the *Employer*, in connection with the Service;

8.1.7.2. to make free and unrestricted use thereof for its own purposes;

8.1.7.3. to provide copies thereof to consultants to be used by them for consultations and consulting services to the Employer;

8.1.7.4. to provide other parties with copies thereof where tenders are invited by the Employer.

8.1.8. Such non-exclusive license shall apply mutatis mutandis to any plan, diagram, drawing, specification, bill, design calculation or other similar document made, other than under the direction or control of the Employer, by any sub-contractor of the Contractor.

8.1.9. The Employer shall make no separate or extra payment in respect of any non-exclusive license granted in terms hereof.

Where the Service requires from the Contractor to provide the Employer with detail design, drawings and or diagrams of an existing or new installation that drawing and or diagrams will comply with Clauses as listed above.